

**CONTRACT BETWEEN**  
**THE TOWN OF WEST HARTFORD**  
**AND**  
**CSEA, Local 2001, SEIU**  
**Professional & Management Unit**

2013– 2017



## Table of Contents

<u>APPLICATION OF AGREEMENT</u> .....	3
<u>ARTICLE I - RECOGNITION</u> .....	3
<u>ARTICLE II - UNION SECURITY</u> .....	3
<u>ARTICLE III - MANAGEMENT RIGHTS</u> .....	4
<u>ARTICLE IV – DISCIPLINARY ACTION</u> .....	5
<u>ARTICLE V – GRIEVANCE PROCEDURE</u> .....	5
<u>ARTICLE VI - HOLIDAYS</u> .....	7
<u>ARTICLE VII - VACATION</u> .....	7
<u>ARTICLE VIII - SICK LEAVE</u> .....	8
<u>ARTICLE IX - WAGES</u> .....	10
<u>ARTICLE X - INSURANCE AND PENSION</u> .....	16
<u>10.1 Health Insurance</u> .....	16
<u>10.2 Prescription Drug Program</u> .....	17
<u>10.3 Retiree Health and Prescription Drug Plan</u> .....	17
<u>10.4 Health Benefits with Disability Retirement</u> .....	19
<u>10.5 Cost Containment</u> .....	20
<u>10.6 Life Insurance</u> .....	20
<u>10.7 Long-Term Disability</u> .....	20
<u>10.8 Vision Care</u> .....	20
<u>10.9 Dental Insurance</u> .....	20
<u>10.10 Carriers</u> .....	21
<u>10.11 Pension</u> .....	21
<u>ARTICLE XI - LEAVE PROVISIONS</u> .....	25
<u>ARTICLE XII - SENIORITY, JOB SECURITY AND LAYOFF</u> .....	26
<u>ARTICLE XIII - COMPENSATORY TIME AND OVERTIME</u> .....	28
<u>ARTICLE XIV - MISCELLANEOUS</u> .....	29
<u>ARTICLE V – UNION BUSINESS LEAVE</u> .....	30
<u>ARTICLE XVI - DURATION</u> .....	31

APPENDIX

A	11-18-1986 Agreement Relating to Retiree Health Insurance (Professional and Management Unit)
B	11-18-1986 Agreement Relating to Pension Plan
C	11-18-1986 Agreement Relating to Health Care Cost Containment
D	Agreement Related to Family and Medical Leave Act, as amended
E	Agreement Related to 11-10-2015 Changes in Health Plan Design
F	Special Pay Retirement Plan Implementation
G	Agreement Relating to Domestic Partner Health Benefit Coverage
H	Agreement Recognizing CSEA, Local 2001, SEIU and Predecessor Organizations
I	1-9-2004 Agreement Relating to Pension Supplement Benefit
J	(Intentionally Left Blank)
K	8-18-1998 Agreement Related to Flexible Work Schedule Policy
L	6-23-2003 Agreement Related to the Merger of Professional Technical Unit into Professional and Management Unit
M	11-18-1986 Agreement Relating to Retiree Health Insurance (Professional & Technical Unit)
N	11-28-2007 Agreement Regarding Recognition of CSEA, Local 2001, SEIU
O	11-28-2007 Agreement Related to Post-Retirement Re-Employment
P	11-28-2007 Agreement Related to Disability Pension and Benefit Offset
Q	Agreement Related to Implementation of Deferred Compensation Benefit on a Calendar Year Basis
R	Agreement Related to June 30, 2017 Increase in Employee Pension Contribution
S	Agreement Related to Reformatting of Contract Provisions in 2013-2017 Contract

ATTACHMENTS

A	Outline of Health and Prescription Drug Program – PPO Plan and High Deductible Health Plan
B	Outline of Vision Care Benefits
C	Outline of Dental Care Benefits

## APPLICATION OF AGREEMENT

This Agreement shall apply to all Management and Professional employees of the Town of West Hartford in those titles listed on the Certification of Representative (ME-6888, ME-8431 and ME-6965, Unit I), excluding those employees now represented by other bargaining agents heretofore certified by the Connecticut State Board of Labor Relations, part-time employees who work less than 20 hours per week, temporary employees who work less than six months, and seasonal employees.

## ARTICLE I - RECOGNITION

- 1.1 CSEA, Local 2001, SEIU, is recognized as the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- 1.2 The term "Employer" shall mean the Town of West Hartford, a municipal employer as defined in Public Act No. 159 of 1965.
- 1.3 The term "Union" shall mean CSEA, Local 2001, SEIU.
- 1.4 The terms "Contract" and "Agreement" shall mean the complete Agreement and its specific terms.
- 1.5 The term "Employee" shall mean every Management and Professional person employed by the Town as defined in the Application of Agreement.

## ARTICLE II - UNION SECURITY

- 2.1 The Town agrees that, upon written authorization of any employee in the bargaining unit, it will make a monthly deduction from the wages of such employee of an amount authorized by him for the purpose of paying union dues or initiation fees. Such deduction shall be discontinued only in the event of termination of the employee's services or upon his written request. All such requests shall be on forms provided by the Town, and shall be submitted at least 30 calendar days before they are to become effective. No refund will be made to any employee in the event of his failure to comply with this provision. All deductions under this section will be made from the wages payable on the first regular payroll of each month.
- 2.2 All members of the bargaining unit shall, as a condition to continued employment, either become and remain a member of the Union or pay to the Union a service fee equivalent to the amount of the Union dues, such requirement to become effective thirty (30) days after ratification of this agreement by both parties, or thirty (30) days after the employee's date of hire in the bargaining unit, whichever occurs later.
- 2.3 Any employee who objects to joining or financially supporting labor organizations shall not be required to join or financially support the Union. However, in lieu of periodic dues, such employee shall be required to pay sums equal to such dues to one of the following non-religious charitable funds: (a) Newington Children's Hospital, (b) Amnesty International/U.S.A., (c) Disabled American Veterans, (d) American Heart Association, (e) American Lung Association of Connecticut (f) March of Dimes, (g) American Cancer Society, (h) St. Jude's Children's Hospital, (i) Juvenile Diabetes Foundation, (j) any other non-religious charity approved by both the Town and the Union.

- 2.4 Additionally, if such employee requests the Union to use the grievance-arbitration procedure on the employee's behalf or otherwise requests Union representation, the Union shall charge the employee for the reasonable cost of such representation.
- 2.5 The Union agrees to indemnify and save harmless the Town for any sums which the Town is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may arise from the Town's having complied with or enforced this provision.
- 2.6 The total amount deducted each month, in accordance with the provisions of Article II, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.
- 2.7 The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within ninety (90) calendar days after the date such deductions were or should have been made.
- 2.8 The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining unit employees who are on duty. The Town agrees that it will not lock out any employees.

### ARTICLE III - MANAGEMENT RIGHTS

- 3.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the town has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:
  - a.) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.
  - b.) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
  - c.) To discontinue processes or operations or to discontinue their performance by employees.
  - d.) To select and to determine the number and types of employees required to perform the Town's operations.
  - e.) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.
  - f.) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- g.) To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h.) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.
- i.) To create job specifications and revise existing job specifications, subject to the Union's right to challenge the accuracy of the new or revised job specification, or the propriety of the assigned wage rate, through the grievance procedure.

3.2 The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

#### ARTICLE IV – DISCIPLINARY ACTION

4.1 No permanent employee shall be discharged, reduced in rank or compensation, suspended without pay or disciplined in any other manner except for just cause. Whenever any employee is so disciplined, the Department Head or his designated representative shall present such employee with written reasons for such disciplinary action within five (5) days after such employee is disciplined or notified of his discipline, whichever comes sooner. Written warnings or letters of reprimand may not be used against an employee after one (1) year from the date of issue, and records of disciplinary suspension shall not be used against any employee after five (5) years from the date of issue. In addition, copies of all written warnings, letters of reprimand, and records of disciplinary suspension shall be mailed to the Union's Field Representative. Upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the destruction of written warnings or letters of reprimand after one (1) year from the date of issue, and of records of disciplinary suspensions after five (5) years from the date of issue.

#### ARTICLE V – GRIEVANCE PROCEDURE

5.1 A grievance shall mean a complaint by an employee or group of employees or the Union that, as to him, her, them, or it, there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.

5.2 Adjustment of all grievances shall be sought as follows, except that grievances over a disciplinary action may, at the discretion of the Union, be started at Step 3 of this Section.

**Step 1:** The aggrieved shall first submit his grievance in writing to the Department Head within ten (10) days after the occurrence giving rise to the grievance or after the employee knew or reasonably should have known of the occurrence giving rise to the grievance, setting forth the facts of the grievance, the Contract provisions in question, and the remedy requested. In the case of grievances filed by the Union, the grievance shall include the names of the affected employees, if such information is available to the Union. Within seven (7) days after said Department Head receives such grievance, he or his designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Department Head or his designated representative shall give the Union his answer to the grievance in writing no later than seven (7) days after the grievance hearing.

- Step 2:** If it is not satisfied with the answer of the Department Head or his designated representative to the grievance, the Union, within ten (10) days after it receives such answer, may submit such grievance in writing to the Town Manager. Within seven (7) days after said Town Manager receives such grievance, he or his designated representative shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Town Manager or his designated representative shall give the Union his answer to the grievance in writing within seven (7) days after he hears such grievance.
- Step 3:** If it is not satisfied with the answer of the Town Manager or his designated representative to the grievance, the Union, within ten (10) days after it receives such answer, or within ten (10) days after an employee is suspended, reduced or discharged, may submit such grievance in writing to the Personnel Board. Said Board shall hear and act on such dispute in accordance with its rules of procedure and render a decision within thirty (30) days of the hearing. Such hearing shall be before the full Board, unless the parties otherwise agree in writing. Such hearing may be before an odd-numbered majority of the Board unless a full Board is requested by the Union when the grievance is submitted, or by the Town within two (2) working days thereafter. If an even number of Board members is present, one shall be excused by lot or other mutually agreeable procedure. Either the Town or the Union may elect to waive Step 3 of the grievance procedure and proceed to Step 4 within the ten (10) days after receipt of the Step 2 response.
- Step 4:** If either the Town or the Union is not satisfied with the decision of said Personnel Board on any grievance, either party may, within ten (10) days after receipt of such decision, submit such grievance to arbitration. Arbitration shall be by the Connecticut State Board of Mediation and Arbitration, except in the case of grievances involving discharges, reductions in rank or compensation, and suspensions without pay, which may be submitted to the American Arbitration Association at the option of the Town. If the Town elects to use the American Arbitration Association, it shall bear the cost of the services of that Association. The decision of the Arbitrators shall be final and binding on both parties.
- 5.3** The time limits provided for in Section 5.2 of this Article may be extended by agreement of the parties. As used throughout this Article, the term "days" refers to calendar days, unless otherwise specified.
- 5.4** All grievances and answers thereto shall be set forth in writing.
- 5.5** The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 5.2 of this Article, shall not exceed two at any one time, unless the attendance of additional witnesses is required.
- 5.6** Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself in Steps 1 through 3 of these procedures.
- 5.7** The Union business agent may submit a written request for specific factual information, as related to a disciplinary action case, from the Department Head. The Department Head will make such requested data available to the business agent.
- 5.8** Failure at any step to appeal shall be considered acceptance of the decision rendered.

## ARTICLE VI - HOLIDAYS

6.1 The following holidays shall be observed as days off with pay, and except as specified elsewhere in this Article, shall be celebrated on the dates set forth in Connecticut General Statutes, Section 1-4:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
Lincoln's Birthday and Employee's Birthday (floating holidays)	

6.2 Holidays falling on a Saturday shall be celebrated on the preceding day. Holidays falling on Sunday shall be celebrated on the following day.

6.3 Whenever any of these holidays shall occur while an employee is out on sick leave, he shall be paid for the holiday and no charge to sick leave shall be made for that day.

6.4 When a holiday occurs while an employee is on vacation, the employee shall be granted an additional vacation day with pay, or if the total duration of the vacation is at least one calendar week including the holiday, the employee may elect to receive an additional day's pay with his vacation pay.

6.5 Each employee's holiday pay shall be computed at his regular daily rate.

6.6 a.) As with the Employee's Birthday holiday, in lieu of the former Lincoln's Birthday holiday, an employee may take a floating holiday with pay during the fiscal year at a time mutually agreed to between the employee and his/her supervisor.

b.) Under no circumstances shall such holiday be carried over to another fiscal year if not taken nor will the employee receive premium pay for working on their birthday.

c.) Any employee who leaves the Town service for any reason shall repay the Town if they have taken their birthday holiday before having earned such day (their birth date). As an option the employee may elect to subtract the unearned day from any accumulated vacation days the employee has due them at separation.

## ARTICLE VII - VACATION

7.1 Annual vacation leave with pay shall be earned by all professional and management employees as follows:

Less than 4 full years of service - 5/6 day per month	(2 weeks)
4 but less than 14 full years - 1 1/4 days per month	(3 weeks)
14 but less than 24 full years - 1 2/3 days per month	(4 weeks)
More than 24 full years - 2 1/12 days per month	(5 weeks)

In addition to their accrual as of July 1, one year's vacation accrual shall be posted to each employee's credit with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the prorated portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's



date of hire. The accrual shall be adjusted down at the appropriate rate for the employee's length of service for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the town service for any reason shall repay the town for any vacation leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior accumulation of vacation leave said repayment shall be first subtracted from prior accumulated vacation days.

In addition, immediately on completion of the number of full years of service indicated below, the following number of vacation days shall be credited to all classified employees as follows:

10 full years - 1 day	20 full years - 1 day
11 full years - 2 days	21 full years - 2 days
12 full years - 3 days	22 full years - 3 days
13 full years - 4 days	23 full years - 4 days

- 7.2** For those employees who enjoy a vacation schedule distinct from that in Section 7.1 above, there shall be no change.
- 7.3** Earned but unused vacation leave shall not accrue to an employee's credit in excess of fifty (50) working days. Unused vacation in excess of the maximum accrual shall be forfeited if not used by the end of the fiscal year in which such excess accrual occurs.
- 7.4** Effective July 1, 2003, only upon separation from Town service for immediate retirement under the Town Pension Plan, unused vacation leave, up to the maximum allowable accrual, shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401 of the Internal Revenue Code and, as such, is subject to its provisions.

Such payments shall not be credited toward the employee's average final compensation for the purpose of calculating their pension benefit.

#### **ARTICLE VIII - SICK LEAVE**

- 8.1** Sick leave shall not be considered as an entitlement which an employee may use at his discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, or to meet dental appointments, or to take physical examinations or other sickness prevention measures.
- 8.2** Sick leave with pay shall accrue to the credit of each employee as follows subject to the restrictions listed below:
- a.) Sick leave with pay shall accrue to the credit of each employee at the rate of one and one-quarter (1 1/4) working days for each full month of service to a maximum of one hundred fifty (150) working days.

In addition to their accrual as of July 1, one year's sick leave accrual (i.e., 15 days) shall be posted to each employee's credit with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down, at a rate of one and one-quarter (1 1/4) days, for each month an employee fails to be in service (pay status) the full month. Any employee who leaves the town service for any reason shall repay the town for any sick leave taken in excess of what they would have earned on a monthly accrual

basis from the first of the fiscal year or date of hire. For employees with prior accumulation of sick leave said repayment shall be first subtracted from prior accumulated sick days.

- b.) No provision of these rules is to be construed as preventing any Department Head with the concurrence of the Town Manager from withholding sick leave for just cause from any employee under his jurisdiction.
  - c.) Notwithstanding the foregoing provision regarding maximum accrual of paid sick leave, any employee may be granted additional paid sick leave upon joint approval of the employee's Department Head, the Personnel Director, and the Town Manager. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service, and needs of the Town service.
  - d.) Sick leave shall not accrue during any leave of absence without pay.
- 8.3**
- a.) Upon separation from Town service for any reason except retirement under the Town pension plan, unused accrued sick leave shall revert to the Town. There shall be no sick leave buy-out for employees who separate from Town service and vest for purposes of their pension benefit or for employees hired after November 10, 2015 who retire from Town service.
  - b.) Employees hired on or after July 1, 2003, but prior to November 10, 2015, who retire under the Town pension plan immediately upon separation from Town service, shall be paid at his/her regular rate of pay for 50% of the sick leave accrued to his/her credit up to one hundred-fifty (150) working days' accrual (i.e., 75 working days' payment). Sick leave will not be included in the calculation of his/her average final compensation for the purposes of calculating pension benefits.
  - c.) Employees hired prior to July 1, 2003, who retire under the Town pension plan immediately upon separation from Town service, shall be paid at his/her regular rate of pay for 50% of the sick leave accrued to his/her credit up to one hundred-fifty (150) working days' accrual (i.e., 75 working days' payment). For purposes of calculating pension benefits only, sick leave shall be calculated as one-half (1/2) of the sick leave accrued to the employee's credit up to one hundred-twenty (120) working days' accrual, i.e., sixty (60) days payment, plus 1/10 of the additional sick leave accrued to the employee's credit up to an additional thirty (30) working days' accrual (i.e., three (3) working days' payment).
  - d.) Any payments made to an employee under this Section 8.3 shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401 of the Internal Revenue Code and, as such, is subject to its provisions.
- 8.4**
- a.) Up to five (5) days of an employee's accumulated sick leave may be used in any fiscal year for illness or incapacity in the employee's immediate household in cases where the presence of the employee is essential, which shall include illness or incapacity of the employee's domestic partner.
  - b.) An employee may utilize up to ten (10) additional days accrued sick leave in any fiscal year for the birth, adoption or foster care of a child or the serious health condition of a child, parent or spouse in accordance with FMLA provisions. This provision does not include the employee's domestic partner.

**ARTICLE IX - WAGES**

9.1 The pay schedules below show the bi-weekly rates of compensation to become effective when specified.

<b>Town Engineer, Financial Operations Manager (Y1)</b>					
Grade 11	Effective Date	% Increase	Min	65th %	Max
		01/01/13		3,868	4,495
			100,568	116,870	125,762
	07/01/13	2.00%	3,945	4,585	4,934
			102,570	119,210	128,284
	07/01/14	2.00%	4,024	4,677	5,033
			104,624	121,602	130,858
	07/01/15	2.25%	4,115	4,782	5,146
			106,990	124,332	133,796
	07/01/16	2.25%	4,208	4,890	5,262
			109,408	127,140	136,812
<b>Information Technology Manager (Y2)</b>					
Grade 10A	Effective Date	% Increase	Min	65th %	Max
	01/01/13		3,706	4,298	4,617
			96,356	111,748	120,042
	07/01/13	2.00%	3,780	4,384	4,709
			98,280	113,984	122,434
	07/01/14	2.00%	3,856	4,472	4,803
			100,256	116,272	124,878
	07/01/15	2.25%	3,943	4,573	4,911
			102,518	118,898	127,686
	07/01/16	2.25%	4,032	4,676	5,021
			104,832	121,576	130,546
<b>Materials Administrative Manager, Town Planner, Assistant Town Engineer, Supervisor of Inspections, Business Development Coordinator, Capital Projects Manager (Y3)</b>					
Grade 10	Effective Date	% Increase	Min	65th %	Max
	01/01/13		3,546	4,097	4,394
			92,196	106,522	114,244
	07/01/13	2.00%	3,617	4,179	4,482
			94,042	108,654	116,532
	07/01/14	2.00%	3,689	4,263	4,572
			95,914	110,838	118,872
	07/01/15	2.25%	3,772	4,359	4,675
			98,072	113,334	121,550
	07/01/16	2.25%	3,857	4,457	4,780
			100,282	115,882	124,280

**Social Services Manager, Revenue Collector, Network Engineer, Human Services Manager, Financial Systems Manager, Accounting Manager, Business Operations Manager (Y4)**

Grade 9	Effective Date	% Increase	Min	65th %	Max
	01/01/13		3,223	3,746	4,030
			83,798	97,396	104,780
	07/01/13	2.00%	3,287	3,821	4,111
			85,462	99,346	106,886
	07/01/14	2.00%	3,353	3,897	4,193
			87,178	101,322	109,018
07/01/15	2.25%	3,428	3,985	4,287	
		89,128	103,610	111,462	
07/01/16	2.25%	3,505	4,075	4,383	
		91,130	105,950	113,958	

**Survey & Construction Inspection Manager (Y5)**

Grade 8	Effective Date	% Increase	Min	65th %	Max
	01/01/13		3,044	3,498	3,837
			79,144	90,948	99,762
	07/01/13	2.00%	3,105	3,568	3,914
			80,730	92,768	101,764
	07/01/14	2.00%	3,167	3,639	3,992
			82,342	94,614	103,792
07/01/15	2.25%	3,238	3,721	4,082	
		84,188	96,746	106,132	
07/01/16	2.25%	3,311	3,805	4,174	
		86,086	98,930	108,524	

**Civil Engineer II, Assistant Manager of Leisure Services, Chief of Survey, Senior Planner, Financial Systems Analyst II, Librarian III, Property Appraiser II, Senior Building Inspector, Management Analyst, Chief of Construction Inspection, Information Technology Specialist, Coordinator of Senior and Other Services, Leisure Services Manager, Community Partnerships Manager, Senior Buyer, Case Manager Supervisor Communication Systems Manager (PD), Supervisor of Payroll & Accounting (Y6)**

Grade 7	Effective Date	% Increase	Min	65th %	Max
	01/01/13		2,927	3,423	3,690
			76,102	88,998	95,940
	07/01/13	2.00%	2,986	3,491	3,764
			77,636	90,766	97,864
	07/01/14	2.00%	3,046	3,561	3,839
			79,196	92,586	99,814
07/01/15	2.25%	3,115	3,641	3,925	
		80,990	94,666	102,050	
07/01/16	2.25%	3,185	3,723	4,013	
		82,810	96,798	104,338	

Civil Engineer I, Survey Crew Chief, Librarian II, Accountant-Auditor, Chief of Engineering Technical Support, Neighborhood Resource Coordinator, Public Relations Specialist, Skating Rink Supervisor, Facility Supervisor, Financial Sys Analyst I, Police Records Supervisor, HANOC Manager, Capitol Projects Specialist, Financial Analyst, Safety Analyst, Parks & Leisure Services Facility Supervisor (Y7)

Grade 6	Effective Date	% Increase	Min	65th %	Max
	01/01/13		2,659	3,078	3,302
			69,134	80,028	85,852
	07/01/13	2.00%	2,712	3,140	3,368
			70,512	81,640	87,568
	07/01/14	2.00%	2,766	3,203	3,435
			71,916	83,278	89,310
07/01/15	2.25%	2,828	3,275	3,512	
		73,528	85,150	91,312	
07/01/16	2.25%	2,892	3,349	3,591	
		75,192	87,074	93,366	

Budget /Management Analyst, Park Naturalist, Program Supervisor-Senior Center, Program Supervisor-Recreation Geriatric Social Worker, Construction Coordinator, Housing Rehab Specialist, Engineering Tech II Service Response Manager, Social Worker, Zoning Enforcement Officer, Associate Planner, Public Health Nurse, Deputy Town Clerk-Elections (Y8)

Grade 5	Effective Date	% Increase	Min	65th %	Max
	01/01/13		2,421	2,793	2,990
			62,946	72,618	77,740
	07/01/13	2.00%	2,469	2,849	3,050
			64,194	74,074	79,300
	07/01/14	2.00%	2,518	2,906	3,111
			65,468	75,556	80,886
07/01/15	2.25%	2,575	2,971	3,181	
		66,950	77,246	82,706	
07/01/16	2.25%	2,633	3,038	3,253	
		68,458	78,988	84,578	

Contract & Facilities Specialist, Contract Compliance Specialist (Y9)

Grade 5a	Effective Date	% Increase	Min	65th %	Max
	01/01/13		2,421	2,660	2,793
			62,946	69,160	72,618
	07/01/13	2.00%	2,469	2,713	2,849
			64,194	70,538	74,074
	07/01/14	2.00%	2,518	2,767	2,906
			65,468	71,942	75,556
07/01/15	2.25%	2,575	2,829	2,971	
		66,950	73,554	77,246	
07/01/16	2.25%	2,633	2,893	3,038	
		68,458	75,218	78,988	

**Librarian I, Communications Specialist, Accountant II, Construction Inspector, Economic Development Specialist, Building Inspector, Buyer, Property Appraiser I, Information Technology Analyst (Y10)**

Grade 4	Effective Date	% Increase	Min	65th %	Max
	01/01/13		2,202	2,562	2,758
			57,252	66,612	71,708
	07/01/13	2.00%	2,246	2,613	2,813
			58,396	67,938	73,138
	07/01/14	2.00%	2,291	2,665	2,869
			59,566	69,290	74,594
07/01/15	2.25%	2,343	2,725	2,934	
		60,918	70,850	76,284	
07/01/16	2.25%	2,396	2,786	3,000	
		62,296	72,436	78,000	

**Case Manager, Case Worker II, Volunteer Coordinator, Assistant Zoning Officer, Engineering Tech I, Junior Planner**

Grade 3	Effective Date	% Increase	Min	65th %	Max
	01/01/13		1,995	2,333	2,517
			51,870	60,658	65,442
	07/01/13	2.00%	2,035	2,380	2,567
			52,910	61,880	66,742
	07/01/14	2.00%	2,076	2,428	2,618
			53,976	63,128	68,068
07/01/15	2.25%	2,123	2,483	2,677	
		55,198	64,558	69,602	
07/01/16	2.25%	2,171	2,539	2,737	
		56,446	66,014	71,162	

**Caseworker I, Accountant I (Y12)**

Grade 2	Effective Date	% Increase	Min	65th %	Max
	01/01/13		1,819	2,102	2,257
			47,294	54,652	58,682
	07/01/13	2.00%	1,855	2,144	2,302
			48,230	55,744	59,852
	07/01/14	2.00%	1,892	2,187	2,348
			49,192	56,862	61,048
07/01/15	2.25%	1,935	2,236	2,401	
		50,310	58,136	62,426	
07/01/16	2.25%	1,979	2,286	2,455	
		51,454	59,436	63,830	

Program Worker (Y13)						
Grade E	Effective Date	% Increase	Min	65th %	Max	
	01/01/13			1,897	2,103	2,216
				49,322	54,678	57,616
	07/01/13	2.00%		1,935	2,145	2,260
				50,310	55,770	58,760
	07/01/14	2.00%		1,974	2,188	2,305
				51,324	56,888	59,930
	07/01/15	2.25%		2,018	2,237	2,357
52,468				58,162	61,282	
07/01/16	2.25%		2,063	2,287	2,410	
			53,638	59,462	62,660	
Sidewalk and Paving Inspector (Y14)						
Grade D	Effective Date	% Increase	Min	65th %	Max	
	01/01/13			1,832	2,031	2,140
				47,632	52,806	55,640
	07/01/13	2.00%		1,869	2,072	2,183
				48,594	53,872	56,758
	07/01/14	2.00%		1,906	2,113	2,227
				49,556	54,938	57,902
	07/01/15	2.25%		1,949	2,161	2,277
50,674				56,186	59,202	
07/01/16	2.25%		1,993	2,210	2,328	
			51,818	57,460	60,528	
Engineering Aide II, Recreation Specialist, Assistant Park Naturalist (Y15)						
Grade C	Effective Date	% Increase	Min	65th %	Max	
	01/01/13			1,761	1,955	2,059
				45,786	50,830	53,534
	07/01/13	2.00%		1,796	1,994	2,100
				46,696	51,844	54,600
	07/01/14	2.00%		1,832	2,034	2,142
				47,632	52,884	55,692
	07/01/15	2.25%		1,873	2,080	2,190
48,698				54,080	56,940	
07/01/16	2.25%		1,915	2,127	2,239	
			49,790	55,302	58,214	
Planning Technician (Y16)						
Grade B	Effective Date	% Increase	Min	65th %	Max	
	01/01/13			1,693	1,879	1,978
				44,018	48,854	51,428
	07/01/13	2.00%		1,727	1,917	2,018
				44,902	49,842	52,468
	07/01/14	2.00%		1,762	1,955	2,058
				45,812	50,830	53,508
	07/01/15	2.25%		1,802	1,999	2,104
46,852				51,974	54,704	
07/01/16	2.25%		1,843	2,044	2,151	
			47,918	53,144	55,926	



Engineering Aide (Y17)						
Grade A	Effective Date	% Increase	Min	65th %	Max	
	01/01/13			1,500	1,668	1,756
				39,000	43,368	45,656
	07/01/13	2.00%		1,530	1,701	1,791
				39,780	44,226	46,566
	07/01/14	2.00%		1,561	1,735	1,827
				40,586	45,110	47,502
	07/01/15	2.25%		1,596	1,774	1,868
41,496				46,124	48,568	
07/01/16	2.25%		1,632	1,814	1,910	
			42,432	47,164	49,660	

- 9.2 a.) An employee’s merit review date shall be their anniversary date of employment within the bargaining unit. When an employee has successfully completed his/her probationary period, he or she will be eligible for a merit increase effective with the full payroll period that includes the employee’s date of employment, providing, effective July 1, 1991, the following rules apply:
1. Employees who are eligible for merit consideration and receive an “average” evaluation may not progress beyond the 65<sup>th</sup> percentile of the salary range;
  2. Employees who are eligible for merit consideration and receive an “above average” evaluation or higher may progress up to the maximum of the salary range;
  3. Where an employee receives an “average” evaluation or higher, they shall earn at least a 2% merit increase as long as their pay rate does not exceed the limits specified in 1 and 2 above;
  4. Effective January 1, 1998 employees who are eligible for merit consideration shall be notified of their merit increase within thirty (30) days of their review date. If for any reason such notice has not been received by the employee within that time, a 2% merit increase shall be processed, retroactive to the employee’s review date. Any subsequent adjustment to the processed merit increase shall be retroactive to the employee’s review date.
  5. Employees shall be given a copy of their performance evaluation form at the time they are required to sign it.
- b.) Any employee who is dissatisfied with the granting or withholding of a merit increase under Section 9.2(A) of this Article shall, upon request, be entitled to meet with his or her department head and receive an explanation of the town’s merit increase decision. The employee may elect to have a union representative present at such meeting.
- c.) Each member of the bargaining unit shall receive the full amount of the negotiated general increase as provided in Section 9.1 of this Article and thus maintain their relative position within the rate range.
- 9.3 On the employee's anniversary date of employment after the indicated number of years of consecutive and continuous full-time Town service and thereafter, he will be awarded a lump sum payment as set forth below, subject to payroll deductions:

5 years      \$150



10 years	\$225
15 years	\$400

## ARTICLE X - INSURANCE AND PENSION

### 10.1 - Health Insurance

- A. Effective January 1, 1998, the Town will maintain, on behalf of Town employees, a group health PPO plan in accordance with the Town Health Plan Summary Plan Description. Effective January 1, 2016, the Town shall also offer a High Deductible Health Plan (HDHP) option with Health Savings Account (HSA)/PPO Plan to Town employees.
1. The annual In-Network deductible for the HDHP option shall be \$1,500 for individual coverage and \$3,000 for family coverage. The annual Out-of-Network deductible shall be \$1,500 for individual coverage and \$3,000 for family coverage. For the purpose of satisfying the plan deductible, all claims shall be cross cumulative (i.e., inclusive of In-Network and Out-of-Network). Thereafter, for the purpose of satisfying the Out-of-Network deductible, all claims shall be paid at an eighty percent (80%) Town paid and twenty percent (20%) employee split. The maximum annual total out of pocket expense shall be \$3,000 for individual coverage or \$6,000 for family coverage. Prescription drug coverage shall be included in all deductible calculations.
  2.
    - a.) Under the HDHP, the Town shall fund 50% of the annual deductible into the employee's Health Savings Account (i.e., 50% of \$1,500 for an individual plan and 50% of \$3,000 for either an employee plus one or family plan.).
    - b.) The Town shall contribute 100% of the Town's portion of the annual deductible for new hires in their initial year of employment regardless of when the employee becomes eligible.
  3. The Town will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees. In-Network Preventive Care visits are paid 100% by the Plan and do not come out of the Health Savings Account. In-Network visits are first paid for by the annual deductible/health savings account and then covered 100% by the Plan. Out-of-Network visits are first paid for by the annual deductible/health savings account and then the employee pays 20% of the claims up to the cost share maximum, then the claims are covered at 100%.
- B. Effective and retroactive to July 1, 2015 each member of the bargaining unit shall contribute seventeen percent (17%) of the fully insured rate for the PPO plan or sixteen percent (16%) of the fully insured rate for the High Deductible Health Plan, for the individual or dependent coverage desired, not to exceed three percent (3%) of the employee's annual earnings calculated from base pay rate.
- C. After initial enrollment, an employee may modify coverage only during the annual enrollment period, except for changes in family status by birth, death, adoption, marriage, or involuntary loss of coverage due to extenuating circumstances.
- D. Upon death of an active employee, medical benefits shall continue, for a period of 36 months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. Such continuation of medical benefits is intended to satisfy the requirements of COBRA and no further continuation shall be made.

- E. Effective July 1, 1992, the Town shall provide a Tax Savings Plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and the income designated by the employee in compliance with such plan shall be excludable from the employees' taxable income as provided by law.
- F. The parties agree that the Town Health Plan constitutes a self-funded non-federal governmental plan and agree that it be exempted from all of the Health Insurance Portability and Accountability Act (HIPAA) requirements except certification.

**10.2 - Prescription Drug Program**

- A. Effective November 10, 2015, the Town will maintain a prescription drug program, on behalf of Town employees, in accordance with the following:
  - 1. Co-pay of \$10-generic; \$25 Brand-Preferred; \$40 Brand Non-Preferred;
  - 2. Network of providers;
  - 3. No maximum benefit;
  - 4. Mandatory mail order (90-day supply of maintenance drugs) after three refills at retail for maintenance drugs\* with employee co-pay of \$20 for generic; \$50 Brand Preferred; and \$80 Brand Non-Preferred.
  - 5. Prescription drug contraceptive methods approved by the Federal Food and Drug Administration (FDA) in accordance with state statute will be covered under the Prescription Drug Program.

\*Maintenance drugs are defined as medications prescribed for chronic, long term conditions taken on a regular, recurring basis.

**10.3 - Retiree Health and Prescription Drug Plan**

- A.
  - 1. For purposes of this Section, employees hired prior to July 1, 1986, the term “retired employee” shall be limited to those who are eligible to receive, and who actually do receive, either an early (reduced) or normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service.
  - 2. For purposes of this Section, employees hired on or after July 1, 1986, the term “retired employee” shall be limited to those who are eligible to receive, and who actually do receive, a normal (unreduced) retirement benefit from the Town pension plan immediately upon separation from Town service.
- B. Each individual retired employee and any eligible and enrolled dependents shall be eligible to participate in the same health and prescription drug programs which they enjoyed immediately prior to retirement. Such plans are described in Sections 10.1 and 10.2 of this Article and include the same co-pays, deductibles and other terms and conditions.
- C.
  - 1. Employees hired prior to July 1, 1986, who actually receive, either an early (reduced) or normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service shall be eligible to receive health insurance benefits in accordance with past practice and provisions of the November 18, 1986 Agreement regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.
  - 2. The parties agree to incorporate provisions of Section 10.3 of this Article in a separate agreement with individual members of the bargaining unit who were employed prior to July 1, 1986. Such agreement shall be binding on the Town and on such individuals regardless of the result of future negotiations between the Town and the Union on the subject of retiree health

insurance benefits. However, the Union does not waive its right to represent such individuals, and the Town shall have no right to negotiate directly with such individuals, as long as they remain employed by the Town and are covered by Section 3 of this Article, or by any successor provision governing retiree health insurance.

- D. 1. Employees hired on or after July 1, 1986 and prior to November 10, 1997, who retire with a normal (unreduced) retirement benefit immediately upon separation from Town service, shall pay 7% of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.
  - 2. Employees hired on or after November 10, 1997, or on or before June 30, 2003, who retire with a normal (unreduced - and with eligibility at age 55 with 25 years of service) retirement benefit immediately upon separation from Town service, shall pay 15% of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.
  - 3. Employees hired on or after November 10, 1997, or on or before June 30, 2003, who retire with a normal (unreduced - and with eligibility at age 60 with 10 years of service) retirement benefit immediately upon separation from Town service, shall pay 30% of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.
  - 4. The parties agree that for the duration of this 2002-2007 collective bargaining agreement, and in negotiations for all succeeding collective bargaining agreements between the parties, any change in Sections 10.3 (D)(1), 10.3 (D)(2) and 10.3 (D)(3) shall not be a subject of bargaining.
- E. 1. Employees hired on or after July 1, 2003, but prior to November 10, 2015, who retire with a normal retirement benefit (unreduced-and with eligibility at age 65 with 15 years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 25% of the fully insured rate for individual coverage or 50% for dependent coverage of the health plan that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.
  - 2. Employees hired on or after November 10, 2015, who retire with a normal retirement benefit (unreduced and with eligibility at age 65 with 15 years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 50% of the fully insured rate for the individual or dependent coverage elected. The health program shall be the same as current active members until the retiree reaches Medicare eligibility. At Medicare eligibility, provisions of Section 10.3 (F) shall apply. Payment shall be made to the Town as long as the retiree is receiving retiree health benefits (pre- and post-65) through the Town's insurance plan(s).
- F. 1. At Medicare eligibility, the retired employee's health insurance coverage shall be converted to a Medicare Supplement Plan; and continuation is contingent upon conditions established by the carrier. The cost of the Medicare Supplement Plan shall be provided by the Town to the retiree without cost sharing for employees hired prior to November 10, 2015.
  - 2. It is assumed that the retired employee is covered by Medicare - Part A and Part B. The retired employee is automatically covered by Medicare Part A if they are eligible for Social Security. Enrollment in Medicare Part B and payment of the Medicare premium is the retired employee's responsibility. Whether enrolled or not, the Town Plan will only pay for the amount normally

payable under the Town Plan minus the amount payable under Medicare Part A and Part B for the same expenses.

- G. For those employees who retire on or after January 1, 1998, upon the death of the retiree, medical benefits shall continue, for a period of 24-months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required during this 24-month period, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. This 24-month continuation of medical benefits is intended to be applied to meeting the requirements of COBRA and any further continuation shall not exceed the COBRA limits.
- H. At Medicare eligibility, the retired employee's prescription drug plan shall remain the same as is available to active employees. Agreement on having this benefit "remain the same as is available to active employees" shall not establish a precedent for other benefit negotiations.
- I. Employees who are otherwise eligible to receive retiree health care benefits immediately upon separation from Town service and elect to opt-out of coverage, shall have the right to elect coverage in the future, as if they had elected coverage at the time of retirement (immediately upon separation from Town service).

#### **10.4 - Health Benefits with Disability Retirement**

- A. Effective January 1, 1998, any employee who retires with a disability pension under Section 30-14 of the Pension Ordinance, and, has at least 10 years of consecutive and continuous years of service with the Town immediately prior to retirement, shall be eligible to receive health benefits in the following manner:
  - 1. The employee shall receive the same health benefit that is applicable to active employees in the same bargaining unit that the employee was in immediately prior to their disability retirement. Any change in the health plan for active employees shall also change the health plan for the retiree. At Medicare eligibility, the health plan shall convert to the Medicare Supplement Plan. The retiree shall continue to contribute toward the cost of the plan as defined in Section 10.4 (A)(2)(a) of this Article.
  - 2. The employee shall contribute toward the cost of this health benefit in the following manner:
    - a.) 100% of the fully insured rate minus an amount determined by multiplying the employee's years of service by 3.5. For example, if an employee had 15 years of service, they would contribute 47.5% of the fully insured rate.  $(100 - [15 \times 3.5])$
    - b.) Dependent coverage may be continued for 12-months at the same rate as determined in Section 10.4 (A)(2)(a) above. Any and all dependents coverage will be terminated thereafter, except that COBRA continuation will be offered, for a period of 26-months, by paying 102% of the fully insured rate.
    - c.) Upon reemployment with any other employer who provides a health plan of any kind, the employee and dependents shall be ineligible for further participation in the Town plan.
      - i.) The employee shall be responsible for notification to the Town and shall be responsible for any claim made against the Town during any period of time they could have been covered by another plan.
      - ii.) The employee shall furnish such documentation as required from time to time by the Town for purposes of verifying other employment and available health benefits. Failure to do so shall render the employee ineligible for this health benefit.

### **10.5 - Cost Containment**

The Town may choose to provide for the administration of employee health benefits under a “cost-containment” program by any provider who has filed with and been approved by the Connecticut State Department of Insurance to provide such services. Such a program may include any classifications and definitions of services which have been agreed upon by the Union, provided that implementation or elimination of any such service is thoroughly communicated to all employees not less than 60 days prior to the effective date of implementation or elimination. Once implemented, the Town may eliminate any such service at its sole discretion provided it gives employees the notice required above and further provided it restores the full contractual benefit that the eliminated service(s) affected. Any service implemented must be within parameters which have been agreed upon by the Union in writing.

### **10.6 - Life Insurance**

- A. Effective July 1, 2015, the Town will participate in a group life insurance plan providing a benefit in the amount of the greater of one times the employee’s base pay annual salary or \$60,000 for each full-time active employee and will pay the cost of such insurance for each participating employee.
- B. Effective November 10, 2015 each employee pensioned, will have their group life insurance automatically reduced from the coverage amount as an active employee to \$25,000. This reduction will become effective as specified in the group life insurance plan. The cost of such reduced life insurance for each pensioned employee who retires shall be paid by the Town. The balance of each retired employee’s group life insurance may be converted and paid for by the retired employee in accordance with the terms of the group life insurance plan.

### **10.7 - Long-Term Disability**

Effective January 1, 1998, the Town shall provide for active employees disability insurance coverage with the following features: 180 Day waiting period, benefit of 60% of pay with \$3,000 monthly maximum and with offset for any other disability income, benefits to age 65, disability defined as unable to engage in own occupation for first 2 years and unable to engage in any occupation thereafter.

### **10.8 - Vision Care**

Effective July 1, 2003 the Town shall provide and pay the cost, for active employees and qualified dependents, for a “basic” networked vision care program as outlined in Attachment A. For each retiree eligible for health insurance benefits as defined in Article X, Section 10.3 (B), (C)(1), (D)(1)(2) (3), and (E) and their eligible dependents, one (1) vision examination related to refractive errors shall be provided per year and be paid in full after a \$15 copayment up to reasonable and customary charges while covered by the Town’s PPO Plan, until eligibility for Medicare Supplement Plan, as per practice.

### **10.9 - Dental Insurance**

Effective July 1, 2003 the Town shall provide and pay the cost of individual coverage under a full service Dental Plan as outlined in Attachment B. Employees who elect to enroll dependents may do so. The Town shall pay 25% of the full insured rate toward the cost of dependent coverage, employees will authorize monthly payroll deductions covering 75% of the fully insured rate toward the cost of such enrolled dependents. Dependents may be enrolled during the open enrollment period and must remain participants in the plan for twelve (12) months. Eligible dependents may include dependent children to age 19, or age 25 if full time students. Participation in the Dental Plan is limited to active employees, unless otherwise required by applicable law.

### 10.10 - Carriers

The Town may at any time and from time to time change the carriers for any of the foregoing insurance, provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages.

### 10.11 - Pension

- A 1. The Town shall continue the present pension coverage for professional and management employees hired prior to November 10, 2015, for the duration of the Agreement. Any and all amendments to said pension ordinance, which effect this bargaining unit, and which are enacted during the term of this Agreement shall also become a part hereof, provided that no such amendment which reduces retirement allowances or their dependents or beneficiaries, or which requires greater employee contributions than now specified, shall become a part hereof without written consent of the Union.
2. Employees hired on or after November 10, 2015 will become members of the Town of West Hartford Pension Plan, Part E. The Part E member shall contribute 3% of base wages to the Plan. Upon reaching eligibility for a retirement benefit and in compliance with Pension Ordinances, the defined benefit shall be calculated at 1% of base wage multiplied by the member's years of credited service, up to a maximum of 35 years.

Additionally, employees hired on or after November 10, 2015 shall become enrolled in the 401(a) defined contribution plan and shall allocate 2.25% of his/her base wage to the 401(a) plan. The Town shall contribute an amount equal to 2.25% of the employee's base wage to the employee's 401(a) defined contribution plan. The Plan shall be in compliance with IRS regulations.

- B. The following amendments to the Pension Ordinance have been agreed to by both parties, effective as to members of this bargaining unit hired prior to November 10, 2015 on the dates specified below:
1. For each individual retiring on or after January 1, 1998 there shall be a 1% cost-of-living adjustment to their pension every year beginning 3 years after retiring with a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member's normal retirement date.
  2. For each individual retiring on or after January 1, 1998 with an early retirement there shall be a 1% cost-of-living adjustment to their pension every year beginning 3 years after they would have been eligible for a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member's normal retirement date.
  3. The Sections of the Pension Ordinance regarding the 1% cost of living adjustment will be applied as follows:
    - a.) The 1% cost of living adjustment (COLA) is provided on the amount of the member's benefit at the time they are receiving it, except as modified by (B)(3)(d) of this Section. The benefit will include all previous year's COLA adjustments, so that there will be a compounding effect.
    - b.) When a member who is receiving the temporary retirement allowance (as defined in Section 30-18 and 30-19 of the Pension Ordinance) is no longer eligible for that allowance, the COLA amount that was applied to the member's benefit during the temporary increase will be applied on an actuarial equivalent basis to the new benefit.

- c.) COLA increases after a member's eligibility for the temporary retirement allowance shall be on the amount of the member's actual benefit at the time the COLA increase is to take effect, except as modified by (3)(d) of this Section.
  - d.) COLA increases shall be calculated without regard to or inclusion of any portion of the retirement allowance which is payable to the member as a result of a retirement incentive.
4. The COLA provision shall not apply to disability retirements, employees who terminate with a deferred vested benefit, or to beneficiaries of employee's who die before becoming eligible for retirement.
  5. a.) Effective January 1, 1998, all active employees in the bargaining unit shall contribute, in addition to any other contribution they may make to the Pension plan, 1% of gross earnings to the Pension plan.  
 b.) Each employee hired on or after July 1, 2003 and prior to November 28, 2007, shall contribute the 1% of grossing earnings, noted in Section 10.11 (B)(5)(a) above, for a period of 15 years.
  6. Any reduction in the 1% contribution, referred to in Section 10.11 (B)(5) above, shall not be a mandatory subject of bargaining for the duration of this contract (1997-2002) and for the duration of the next two succeeding contracts.
  7. It is understood by both parties that the intended relationship of this 1% employee contribution and 1% COLA is to have the benefit pay for itself through employee contributions. It is agreed that any future change in the plan benefit negotiated by the parties that would change the intended relationship between the contribution and the COLA will be reason, for either party, to request and have accepted a reopener of this Article X, Section 10.11 (B)(1), (2), (3), (4), and (5) of the collective bargaining agreement, for the purpose of negotiating a change that will keep the intended relationship intact. Such reopener shall not, however, violate the provisions of Section 10.11 (B)(6).
  8. Any employee who leaves Town service and withdraws from participation in the Town's Pension Plan shall receive a refund of the 1% pension contribution as referenced in Section 10.11 (B) (5), plus 2% interest payment. Such payment is a separate refund from any other refund which may be provided in Section 10.11 (J).
- C. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-19 of the Pension Ordinance shall be modified, effective January 1, 1998, so that:
1. The reduction in benefits for years of service prior to January 1, 1989 shall be changed to apply to years of service prior to January 1, 1986, and
  2. The reduction shall not be made until the member reaches full retirement age as defined by the Social Security Administration schedule.
  3. Members with years of service prior to January 1, 1986 are subject to a benefit offset as defined in the pension ordinances, as amended from time to time. For such members with service prior to January 1, 1986 and with total Town service exceeding 30 years, the pension calculation shall adjust the amount of service worked prior to January 1, 1986 by the amount of service worked beyond the maximum of 30 years. For example:

Employee A has a total of 34 years of service. Of the 34 years, 5 years were worked prior to January 1, 1986. The years of service in excess of 30 years are 4 years. The 5 Pre-86 offset years shall be reduced by 4 years, leaving 1 year to be offset.

- D. 1. The Town shall establish procedures for allowing members of the bargaining unit to buy back eligible years of service from other governmental entities through payroll deductions and to use any contractual provision for sick leave buy out upon retirement for the purpose of such buy back. Effective January 1, 2005, employees may only buy back years of service from other entities during their first year of service with the Town or during their last year of service with the Town.
2. Employees who exercised their option to purchase eligible years of service from other governmental entities as provided in Section 10.11 (D)(1) may request reimbursement of the previously purchased service if they no longer wish the previous service to be used in the calculation of retirement benefits. Refunds will be allowed and calculated based on the cash value at the time of the initial purchase. Reimbursement of buyback payments shall not be subject to any interest payment from the Plan. Should the employee subsequently elect to again purchase eligible service it shall be subject to the applicable provisions of Section 10.11 (D)(1) which currently states the employee may do so only during the first and last year of service with the Town.
- E. The Town shall establish procedures for enrolling members of the bargaining unit in the existing Section 457 deferred compensation plan. Participation in this plan shall be at the discretion of each individual employee. Effective January 1, 2016, and in each calendar year thereafter, the Town shall match, on a dollar-to-dollar basis, the employee's contribution to a 457 deferred compensation program. The Town's contribution shall not exceed 1.7% of the employee's annual base pay and shall start with the employee's first contribution of the calendar year.
- F. An employee shall provide their department director 30 days' notice of their intent to retire under the Town of West Hartford Pension Plan.
- G. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-12 of the Pension Ordinance shall be modified, effective July 1, 2003, to reflect the following:
1. Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of 65 years and completed 15 years of credited service or attained the age of 62 years and completed 35 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.
  2. Any member who is hired by the Town before July 1, 2003, and who retires on or after July 1, 2003 and who became eligible for a normal retirement by attaining at least the age of 55 and having at least 25 years of credited service or at least the age of 60 and having at least 10 years of credited service, and does not retire shall earn the following annual pension supplement:

<u>Years after Normal Retirement</u>	<u>Supplement</u>	<u>Total</u>
1	\$ 600	\$600
2	\$ 600	\$1200
3	\$ 600	\$1800
4	\$ 600	\$2400
5	\$ 600	\$3000
Each full year over 5	additional \$ 600	

**For further clarification refer to Clarification MOU, Appendix I.**

3. a.) The pension supplement shall not be calculated in the cap calculation. The years of credited service and/or buy-back of years from other employment are still capped at 35. However, the supplement will be added to an employee's pension above the cap amount.



- b.) The above pension supplement will not be calculated as part of the COLA computation and will not be a survivor benefit.
  - c.) The supplement shall be made annually in a single payment during the month of July, starting the first July after the employee's retirement date.
4. The parties agree that for the duration of this 2002-2007 collective bargaining agreement, and in negotiations for the next three succeeding collective bargaining agreements between the parties, any change in the age and/or years of service for a normal pension retirement shall not be a mandatory subject of bargaining. The parties further agree that this provision may be extended by mutual agreement of both parties.
- H. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-13D of the Pension Ordinance shall be added, effective July 1, 2003, to reflect the following:
- Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of 55 years and shall have completed 15 years of credited service or attained the age of 60 years and completed 10 years of credited services shall have the option, to be exercised by written request to the Pension Board, to retire not less than 60 days after the filing of said request with the Pension Board.
- I. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-8 of the Pension Ordinance shall be modified, effective July 1, 2003, to reflect the following:
- AVERAGE FINAL COMPENSATION** – The average annual compensation of a member during the three highest paid years of service prior to and including the last full month of employment. For employee's hired on or after July 1, 2003 the average final compensation for a Part B member shall not exceed the member's highest paid calendar year base wage. The highest paid calendar year base wage will be calculated on base wages or salary only and will not include payments on account of overtime worked, longevity payments, meal payments, or any other payment.
- J. 1. Effective July 1, 2006 all active employees in the bargaining unit shall contribute 3.0% of their gross earnings to the Pension fund. Such contribution shall increase according to the following schedule:
- An additional .5% per year effective & retroactive to 7/1/2014 for a total of 3.5%;
  - An additional .5% per year effective & retroactive to 7/1/2015 for a total of 4.0%;
  - An additional .5% per year starting 7/1/2016 for a total of 4.5%;
  - An additional .5% per year starting 6/30/2017 for a total of 5.0%.
2. a.) When an employee hired after July 1, 2003, but prior to November 10, 2015, reaches 35 years of credited service with the Town (excluding any buy-back time) their contributions shall be reduced to 2.0% of their gross earnings.
- b.) When an employee hired prior to July 1, 2003 reaches 30 years of credited service with the Town (excluding any buy-back time) their contributions shall be reduced to 2.0% of their gross earnings.
- c.) Any employee hired on or after November 10, 2015 shall maintain his/her employee contribution to the Pension Plan through the term of his/her employment.
- K. Effective July 1, 2007, any member of the bargaining unit hired prior to July 1, 2003 and retiring after July 1, 2007, who earns 30 years of credited service, not counting buyback of service time, shall receive an annual benefit equal to 70% of the member's average final compensation provided they

otherwise are eligible for a normal retirement benefit by reaching age 55 with 25 years of service or age 60 with 10 years of service.

- L. For bargaining unit members who are Part B members of the Pension Plan, provisions of the Pension Ordinance related to Disability Pensions, as a result of workplace injuries, shall be modified effective July 1, 2007 to provide for the following:
1. An employee with less than 10 years of service who is unable to perform any work in accordance with federal Social Security Administration provisions shall be eligible to receive a disability pension.
  2. Regardless of years of service, the disability pension benefit shall be offset at a rate of one dollar for every two dollars of income, once income plus disability pension benefit equals the employee's annual base salary at the time of disability. Income shall be defined as adjusted gross income on federal income taxes and include, but not be limited to, wages, long term disability payments, workers' compensation payments, etc.
  3. An employee who qualifies for a disability pension, who is offered alternate employment shall remain a member of Part B of the Pension Plan for all purposes, including the computation of employee and Town contributions, retirement eligibility date, and pension benefit computation, as if he or she had remained in his/her former position, and had received the salary increase uniformly applicable to his/her former position. An employee similarly situated from another bargaining unit shall maintain the benefits afforded to them under the collective bargaining unit to which they belonged at the time of the injury.

#### ARTICLE XI - LEAVE PROVISIONS

- 11.1 When death occurs in an employee's immediate family, funeral leave will be granted by the Department Head in accordance with the following schedule:

- 5 days leave for employee's mother, father, spouse, child, sister, brother, domestic partner;
- 5 days leave for spouse's mother, father, children;
- 3 days leave for employee's grandparent, grandchild;
- 3 days leave for spouse's sister, brother, grandparent, grandchild;
- 1 day leave for employee's aunt, uncle

Domestic Partner is not considered as the spouse for the purposes of this provision. Exceptions to this provision will be referred to the Personnel Director. Documentation of need and propriety may be required at the discretion of the Department Head.

- 11.2 Employees shall be granted leave with pay for the following reasons and subject to the following restrictions: (a) Jury duty. (b) Any other required appearance before a court or other public body, except where the employee is a litigant. (c) Participation in short term military training in the Federal Reserve or National Guard, not to exceed two weeks in any calendar year. (d) Participation in conferences or official meeting which enhance the employee's value to the Town and approved by the appointing authority. (e) Participation in education or training courses which enhance the employee's value to the Town and approved by the appointing authority. In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, such employee's Town salary shall be reduced by that amount for the duration of the leave.
- 11.3 Employees shall be granted leave without pay for the duration of military service and shall be returned to their original position or to one similar in pay and duties upon their separation from

such military service provided they return to the Town service within ninety (90) days of their separation from the military service or from hospitalization arising from such service.

- 11.4** Any employee may request other leave of absence without pay, which may be granted or denied after consultation between the Department Head and the Personnel Director. If such leave is granted, the employee and dependents shall remain enrolled in the Town's medical insurance plans, with the Town paying the cost of coverage for the month in which the leave commences plus one additional month (six additional months in the case of leave without pay for medical reasons, as verified by a physician's certification), and the employee paying the cost of such coverage thereafter. The employee shall not accrue holidays, sick leave, pension credits or other benefits during a leave without pay, but upon his return such benefits will be reinstated at the same level they existed when the leave began. In the case of vacation, the employee's allowance for the current year will be prorated based on the number of months' absence from active duty.
- 11.5** No more than three (3) days of accrued sick leave may be used by the employee each fiscal year for personal business which cannot be conducted at any other time, and which is not covered by any other leave provision in this Agreement. Request for leave under this paragraph should be made as soon as the employee is aware of the need, and in no event less than 24 hours prior to the beginning of the shift for which leave is requested, except in case of emergency or other unforeseen circumstances arising after such time limit has passed. If necessary, the Department Head or his designee may limit the number of employees on leave under this paragraph at any one time in order to meet the operating requirements of the Department. Personal leave days under this paragraph may not accumulate from year to year except as sick leave.

## **ARTICLE XII - SENIORITY, JOB SECURITY AND LAYOFF**

- 12.1** Seniority shall be defined as an employee's length of service with the Town since the most recent date of hire.
- 12.2** In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to displace the least senior employee in any equal or lower classification in the bargaining unit in which the employee has previously been an incumbent.
- 12.3** The parties recognize the Town's right to reorganize administration and restructure positions. However, the parties further recognize that incumbent employees are entitled to reasonable consideration in the event of such reorganization or restructuring. Therefore, the following principles shall apply:
- a.) No position shall be restructured for the purpose of terminating the incumbent. The parties agree the appropriate method for dealing with employee performance problems is disciplinary action for just cause up to and including discharge.
  - b.) If as a result of reorganization or restructuring a new job is created, the primary duties and responsibilities of which were performed by the incumbent in an old job, such incumbent shall be appointed to such new job unless he or she is not qualified to perform the duties and responsibilities of the position.
  - c.) In any case of reorganization or restructuring of positions, incumbent employees of the Town whose positions are eliminated shall be appointed, if qualified as defined below, to any position vacant or that becomes vacant during a one-year period following termination of employment, when posting or advertising such positions either on an promotional or open competitive basis.

1. If the incumbent scores 85/100 or more on whatever test(s) the Personnel Department uses to evaluate candidates for the job, the incumbent shall be appointed to the vacant position.
  2. If the incumbent passes the qualification test but does not score 85/100, the Appointing Authority may appoint the incumbent.
  3. If the incumbent passes the qualification test but does not score 85/100 and the Appointing Authority decides not to appoint the incumbent, then no one shall be appointed to the position unless they have scored at least 10 points higher than the incumbent.
- 12.4** Any employee with vested rights to a pension benefit who is laid off or otherwise involuntarily terminated for reasons other than discipline shall be eligible for participation in the Town's group health insurance plan in the same manner as if he/she had left the Town's service prior to March 31, 1987 under the terms of Article X, Section 10.3. Such terms include participation at their own expense until they would have been eligible for early or normal retirement, and participation at the Town's expense thereafter, subject always to the conditions applicable to other participants in the plan.
- 12.5** If an employee is to be laid off because of a reduction in the number of positions in a given classification, or because of displacement by a more senior employee, such an employee shall be eligible for severance pay at the rate of one weeks' pay for each full year of continuous employment with the Town since the most recent date of hire, up to three (3) years, and one-half (1/2) weeks' pay for each full year of continuous employment within the Town since the most recent date of hire, thereafter. Pay shall be computed based on the employee's regular rate during the last full pay period of employment within the bargaining unit.
- 12.6** All other procedures relating to layoff, recall, and similar issues shall be determined by the Town's Personnel Rules.
- 12.7** For the duration of the 2013-2017 collective bargaining contract, the parties agree to the following:
- a.) As a result of the Employer contracting out to a private source or reassigning to the Board of Education any of this bargaining unit's present work or services, no bargaining unit employee shall be transferred, demoted, have his/her work week reduced below normal hours, be laid off, or suffer any loss in wage rate, as a result of this contracting out or reassigning to the Board of Education;
  - b.) Not as an attempt to shift work out of the bargaining unit but rather to have others support this bargaining unit to finish a task in a given time, the parties agree that:
    1. The employer may use supervisors and employees from other bargaining units to temporarily supplement and support the work of this bargaining unit provided the use of said supervisors or employees from other Town bargaining units does not result in the reduction in standard work hours, lay off, demotion, transfer, or loss of wage rate for members of this bargaining unit; and
    2. The Town may use members of this bargaining unit to temporarily supplement and support the work of their own and other bargaining units provided that so doing does not result in the demotion, transfer, reduction in standard work hours, layoff, or loss of wage rate for members of this bargaining unit.

### ARTICLE XIII - COMPENSATORY TIME AND OVERTIME

- 13.1** Professional and management employees who are not eligible for overtime pay, may be given compensatory time off upon authorization of their supervisors in cases where they are required to work substantially beyond what is reasonably associated with their positions.
- 13.2** Approval of the Department Head is required prior to earning or using compensatory time. Prior approval for earning compensatory time may be broad general approval for specific types of work, or may be specific for each occasion, depending upon the position and the type of work involved. Compensatory time shall be scheduled in the same manner as vacation leave and shall not be arbitrarily denied.
- 13.3** Work during the normally scheduled hours of work, or up to thirty (30) minutes before the workday, or up to thirty (30) minutes after the end of the scheduled workday, is not eligible for compensatory time. However, if any employee works more than thirty (30) minutes either before or after the workday, all such time, before or after the workday, is considered compensatory time if approved by the Department Head.
- 13.4** Compensatory time earned and used within the same biweekly pay period need not be reported outside of the department. Other compensatory time shall be reported on a Personnel Action Form both when it is earned and when it is used.
- 13.5** All compensatory time must be taken during the fiscal year in which it is earned or, within three (3) months thereafter. However, not more than the equivalent of fifteen (15) days of compensatory time may be used during any fiscal year, regardless of the amount of compensatory time earned, and not more than five (5) days of compensatory time may be used in any calendar month.
- 13.6** Compensatory time is to be taken on an hour-for-hour basis, but need not necessarily be taken in the same increment of time in which it is earned.
- 13.7** In no event will compensatory time be used as the basis for additional compensation, and no compensatory time will be paid or used upon separation from the Town service for any reason, regardless of when it was earned. Significant additional hours and demonstrable results may be considered, at the Town's sole discretion, for bonus payment.
- 13.8** This agreement is made in order to address the effects of the Town's decision to open the library to the public for four hours on Sunday afternoons:
- a.) The parties agree to compensate professional librarians who work the four-hour Sunday shift by paying them (in addition to their regular biweekly salary) their regular hourly rate of pay multiplied by the number of hours worked, plus a differential of \$30 for each such shift. The regular hourly rate will be determined by dividing the biweekly salary by the number of hours in the scheduled biweekly pay period.
  - b.) The work shift described in this agreement shall be voluntary. In the event the Town established any other Sunday work assignment in the future, the effects of that decision (including compensation) shall be subject to negotiation between the parties.
  - c.) The provisions of this agreement apply only to professional librarians employed by the Town who are included in the Professional and Management Unit and who work on Sundays under the conditions described above.

## ARTICLE XIV - MISCELLANEOUS

- 14.1** a.) The Town shall provide adequate Workers' Compensation Insurance and shall supplement the Workers' Compensation payments of the insurance company so that the employee will receive full pay during this absence, provided that such supplementary benefits shall end one (1) year from the date on which the injuries were sustained.
- b.) Effective upon execution of this collective bargaining agreement the supplement referred to in Section 14.1(A) above shall be calculated so that the net take-home amount the employee receives while on Workers' Compensation shall not be more than they would have otherwise received if they were not on Workers' Compensation.
- c.) Should an employee recover from a third party damages for an illness or injury, including death, compensable pursuant to C.G.S. Chapter 568, the employee agrees to reimburse the Town for the supplemental wage payments paid to them up to the limit of such recovery, in the same manner that workers compensation payments are reimbursed under applicable law.
- 14.2** The following information shall be provided to employees.
- a.) The Town shall furnish each employee at least once a year with a statement of the earned sick days to his credit, and net accrued vacation days.
- b.) The Town shall furnish each employee with a copy of each Personnel Action Form pertaining to his personnel record, including such Actions as are signed by management without his own signature.
- 14.3** The Town shall provide full financial assistance for required educational courses and training programs which are job-related and designed to improve the employee's chances for promotion. For courses which are voluntary, reimbursement shall be provided at the Town's discretion. In exercising that discretion, the Town may establish a committee of management members to review requests, and may adopt reasonable restrictions on reimbursement in order to ensure that available funds are distributed equitably. In order to be reimbursed the employee must complete the course with a passing grade of at least C. Total reimbursement will be 70% of costs for a grade of C or above, 80% of costs for a grade of B or above and 90% of costs for a grade of A or above. One-quarter of total reimbursement will be paid upon completion with a satisfactory grade, and the remainder will be reimbursed at the rate of \$100 per month thereafter. Monthly payments shall end when the employee has been reimbursed the full amount to which he is entitled under the tuition reimbursement program, or when he leaves the Town service, whichever comes first.
- 14.4** The provisions of Connecticut General Statutes Section 7-465, or any amendments thereto, concerning indemnification of municipal employees, are incorporated herein by reference.
- 14.5** The following shall govern the interpretation and application of this Agreement.
- a.) This Agreement established the basic conditions of employment for members of the bargaining unit, but it is understood that the implementation of these and other aspects of the employment relationship has varied by department and position. It is the intention of the parties to preserve this flexibility and to permit continuation of these differing arrangements, provided they are not in conflict with the specific provisions of this Agreement.
- b.) Unilateral changes in major or substantial conditions of employment may not be implemented by the Town without negotiation upon request of the Union. This provision

shall not be construed to prevent the Town Manager from continuing to exercise complete discretion with respect to the allocation or reallocation of town vehicles.

- c.) In the event the Town exercises its right as set forth in Article III to contract out work currently performed by members of this bargaining unit, the Town agrees to negotiate the effects of any such decision with the Union.
- d.) The Town may employ temporary or seasonal employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time and provided such temporary or seasonal employees are paid not less than the minimum rate for the position.

**14.6** Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, national origin, age, sex, marital status, or physical disability.

**14.7** The parties acknowledge and agree that the following memoranda of understanding remain in full force and effect:

- a.) 11/18/86 Agreement relating to retiree health insurance
- b.) 11/18/86 Agreement relating to Pension Plan
- c.) 11/18/96 Agreement relating to Health Care Cost Containment
- d.) Agreement relating to Family and Medical Leave Act
- e.) MOU Regarding Health Plan Design Modifications
- f.) MOU Regarding Special Pay Retirement Plan Implementation
- g.) Agreement relating to Domestic Partner Health Benefit Coverage
- h.) MOU Regarding Recognition of Local 760
- i.) MOU Regarding Pension Supplement
- j.) 8/18/98 Agreement Relating to Flexible Work Schedule
- k.) 6/23/03 Merger of Professional/Technical into Professional/Management Unit
- l.) Agreement of 9/23/85 regarding compensation for professional Librarians working 4 hour shifts on Sunday.
- m.) 11/18/86 Agreement relating to retiree health insurance  
(Professional & Technical Unit)

#### ARTICLE XV – UNION BUSINESS LEAVE

**15.1** Wages are payable to not more than four (4) employees for the time spent in negotiations during normal working hours, but not after such hours. In addition, the time spent in negotiations during normal working hours and after such hours shall not be the direct or indirect basis for earning compensatory time.

**15.2** Special leave of absence with pay will be granted under the following conditions to authorized Union Representatives for attendance at conferences, institutes, or seminars sponsored or endorsed by the Union.

- a.) Written request for such leave shall be submitted by the Union to the Department Head at least ten (10) calendar days prior to the first day of such requested leave.
- b.) Not more than an aggregate total of ten (10) days of leave from scheduled duty shall be granted annually with pay under this Section. Leave without pay aggregating an additional fifteen (15) days may be granted annually by the Department Head for other Union business.



- c.) The Department Head may deny a request for either paid or unpaid leave submitted under this section if, in their opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a longer period than one (1) day, the Department Head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.
- d. The Department Head, within three (3) calendar days after submission of a request for leave under this Section, shall grant or deny the request in writing to the Union. In granting any such request, he/she may require that the employee, upon return to duty, furnish evidence of his/her attendance at the conference, institute or seminar for which the leave was granted.
- e.) It is recognized that an employee who is granted leave with pay under this Section is granted such leave in his/her capacity as a representative of the Union, as distinguished from his/her service as an employee of the Town, therefore, it is agreed that during the period of such leave, the Town shall have no greater legal or other obligation to such employee than it would have to any employee absent from duty on authorized leave without pay.

#### **ARTICLE XVI - DURATION**

- 16.1** This contract shall be in full force and effect from July 1, 2013 to June 30, 2017, and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases and other changes which bear an effective date prior to the ratification of this agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after the ratification of this agreement.
- 16.2** Between the first day of January and the first day of February, 2017, either party may notify the other that it wishes to amend or modify the contract as of July 1, 2017. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.



IN WITNESS WHEREOF, the parties hereto have set their hands on this \_\_\_\_\_day of \_\_\_\_\_, 2016.

**TOWN OF WEST HARTFORD**

**CSEA, Local 2001, SEIU  
Professional and Management Unit**

By \_\_\_\_\_  
Town Manager

By \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## **APPENDIX A**

# **AGREEMENT**

This agreement is made by and between the Town of West Hartford ("Town"), SEIU Local 531 ("Union"), and each and every person employed by the Town on July 1, 1986 in a position included in the Management Unit represented by SEIU Local 531, as set forth in Schedule A ("Covered Employees").

Whereas the Town and SEIU Local 531 have negotiated and agreed upon conditions for coverage of retirees and dependents under the Town's health insurance plan, which conditions are different for individuals hired before and after July 1, 1986, and

Whereas the Town and SEIU Local 531 wish to guarantee individuals hired before July 1, 1986 that their retiree health insurance benefits will not change,

NOW THEREFORE the parties agree as follows:

(1) The retiree health insurance provisions of the 1985-1988 collective bargaining agreement between the Town and SEIU Local 531, as set forth in Schedule B, are incorporated herein by reference.

(2) Such retiree health insurance provisions will remain in full force and effect for all Covered Employees listed in Schedule A, and will be binding on the Town with respect to such Covered Employees, for as long as they live, regardless of whether or not the corresponding provisions of the applicable collective bargaining agreement remain in effect.

(3) This agreement shall be enforceable by any or all of the covered Employees listed in Schedule A in any court of competent jurisdiction. In the event the Town fails to comply with this agreement, the Town shall pay the costs and attorney's fees of the prevailing plaintiff(s), in addition to any other legal or equitable relief which the court may order.

(4) The Town agrees to indemnify and hold harmless SEIU Local 531 in the event of claim by any of the Covered Employees listed in Schedule A, asserting either (a) the deprivation of the rights of Covered Employees by reason of agreement to the terms contained in Article IX Section 5 of the 1985-88 collective bargaining agreement, or (b) an action by any or all of such Covered Employees to prevent or remedy any breach of this agreement by the Town. The Union agrees to use reasonable efforts to dissuade Covered Employees from initiating frivolous actions to enforce this agreement.

IN WITNESS WHEREOF the Town Manager, having been duly authorized by the Town council, the Union President, acting on the basis of a ratification vote constituting authorization by the membership of the Union, and the Covered Employees, have all affixed their signatures on the dates indicated below.

TOWN OF WEST HARTFORD

LOCAL 531, SEIU, AFL-CIO

By /s/ Barry Feldman  
Town Manager

By /s/ Harold Alpert  
President

COVERED EMPLOYEES

Note: See file for other signing employees

**APPENDIX B**

**TOWN OF WEST HARTFORD and SEIU LOCAL 531**  
**Agreements Relating to Pension Plan**

In conjunction with the negotiations during 1985 and 1986 leading to new collective bargaining agreements with the various units of Town employees represented by Local 531, the parties have reached certain understandings regarding pension provisions which apply to all Local 531 bargaining units. Although these understandings are not appropriate for inclusion in the Pension Plan itself, they are binding on the Town and the Union.

1. The Union does not object to the amendments to the Plan currently under consideration by the Town Council, relating to eligibility requirements for entry into the Plan. However, the Union reserves the right to challenge such amendments if they are determined not to comply with applicable age discrimination requirements, and assumes no responsibility or liability if such a determination is made.
2. The Town agrees to change its administrative procedures so that upon termination of an employee who is vested in the Pension Plan, in the absence of an election, the employee will be presumed to elect retention of vested rights rather than a return of contributions, instead of being presumed to elect a return of contributions.
3. The Town will explore the possibility of providing annual pension benefit statements, within the limits of available funds.
4. Upon the expiration of the current term of the employee appointee to the Pension Board, the Town will appoint a member of one of the Local 531 bargaining units, such individual to be selected by the Town from a list of five (5) SEIU bargaining unit members submitted by the Union.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 18th day of November, 1986.

TOWN OF WEST HARTFORD

LOCAL 531, S.E.I.U., AFL-CIO

By /s/ Barry Feldman  
Town Manager

By /s/ Harold Alpert  
President

/s/ Stephen Novak  
Witness

/s/ Mickey Busca  
Witness

/s/ Peter Stzaba

/s/ Kathy Calder  
/s/ Elaine Schmidt

*APPENDIX C*

**TOWN OF WEST HARTFORD  
and  
SEIU LOCAL 531**

**Memorandum of Understanding re:  
Health Care Cost Containment**

The Town may choose to provide for the administration of employee health benefits under a "cost-containment" program by any provider who has filed with and been approved by the Connecticut State Department of Insurance to provide such services. Such a program may include any of the following classifications and definitions of services, provided that implementation or elimination of any such service is thoroughly communicated to all employees not less than 60 days prior to the effective date of implementation or elimination. Once implemented, The Town may eliminate any such service at its sole discretion provided it gives employees the notice required above and further provided it restores the full contractual benefit that the eliminated service(s) affected. Any service implemented must be within the parameters listed below for each service.

A. Pre-Admission Certification (non-emergency)

The Process is as follows:

1. The employee/dependent will telephone the provider using a toll free 800 number prior to any non-emergency admission. The call will be made as soon as the date of admission is known to the patient.
2. The attending physician will submit information to provider delineating the indications for admission. If the planned date of admission is within seven days of the attending physician's decision to admit the patient, the physician will contact the provider via, telephone using the toll free 800 number. For all other admissions, the attending physician/provider contact will be conducted via, telephone using the toll free 800 number. For all other admissions, the attending physician/provider contact will be conducted via the mail using an approved review form.
3. These indications will be screened by a provider nurse according to criteria developed by physicians to determine if the admission is medically necessary.
4. For cases which meet the criteria, the provider nurse will approve the admission.
5. Any proposed admission not meeting the criteria will be referred to a provider physician reviewer. He will discuss the case with the attending physician and a determination will be made to approve or disapprove the case.

6. The patient, the attending physician and the hospital will be notified in writing about the outcome of the review. If the case is reviewed within five days prior to the admission date, they will be notified by telephone followed by written communication.

7. When a case is disapproved, the insurance carrier will receive a copy of this written communication.

8. If the employee/dependent decides to go ahead with a disapproved hospitalization, the Town insurance will pay only 80% of what it would have paid for an approved hospitalization, the employee/dependent will be liable for the remaining 20%, not to exceed \$1,000.

9. The provider of this service will offer a patient awareness/education service which will involve discussing with the employee/dependent the alternatives to hospitalization which may be available. This will occur when the provider physician reviewer determines that the recommended treatment can be provided without hospitalizing the patient.

10. There will be an appeal process where hospitalization is denied. This appeal will utilize a tripartite panel consisting of the patient's attending physician, the provider physician reviewer and a third physician agreed upon by the above designated physicians but who is not affiliated with either and is Board certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

#### B. Concurrent Review

1. The employee/dependent/or family member will notify the provider of the hospitalization within 48 hours of admission using a toll free 800 number.

2. The provider nurse will communicate via telephone with the attending physician regarding the indications for admission and the projected length of stay required for hospitalization. This information is screened against physician developed criteria.

3. Where the case meets the criteria, the provider nurse will approve the admission and assign the projected length of stay. This assignment will initiate a follow-up review to assess patient progress and the necessity for continued hospitalization.

4. Where the case does not meet criteria, the provider nurse will refer the case to a provider physician reviewer. He will discuss the case with the attending physician of his decision during their telephone conversation.

If the case is approved, a length of stay will be assigned. If the case is disapproved, a letter will be sent to the patient, the attending physician, the hospital, and the insurance carrier. At the same time, the provider nurse will inform the patient and the hospital by telephone.

5. If the case is disapproved, the Town insurance will pay 100% of the hospital cost up to 24 hours after notification to the employee/dependent that the case has been disapproved. After 24

hours of notification of disapproval, the Town insurance will pay 80% of the hospital cost and the employee/dependent will be responsible for the remaining 20%, not to exceed \$1,000.

6. There will be an appeal process for disapproved cases. This appeal will utilize a tripartite panel consisting of the patient's attending physician, the provider physician reviewer and a third physician agreed upon by the above designated physicians but who is not affiliated with either and is Board certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

C. Discharge Planning

The process involves the provider nurse discussing with the patient or his family the alternatives available for post discharge care (home care, hospice, etc.) when it has been determined by the attending physician that the patient needs such care.

D. Pre-admission Testing (non-emergency)

Unless there is a medical reason for the testing to be while employee/dependent is an in-hospital patient.

E. No Weekend or Early Admissions (non-emergency), unless there is a medical reason for early admission.

F. Home Health Care - In lieu of hospital care with the approval of the attending physician.

G. Mandatory Second Surgical Opinions (non-emergency)

The Second Surgical Opinion program will evaluate the indications for the surgery recommended by the patient's attending physician, and assist the patient to make an informed choice to have or not to have the surgery performed. The choice is solely the employee/dependent's choice and regardless of the advice of the physician consultant there will be no penalty if the patient decides to have the surgery.

The only penalty in this procedure will be if the patient (non-emergency) does not get a second surgical opinion, in which case the Town insurance will pay only 80% of the reasonable and customary charge for the surgery as opposed to the 100% of reasonable and customary that would have been paid if the patient had gotten a second surgical opinion.

In addition to providing the second opinion at no cost to the employee/dependent, in those cases where the physician consultant does not agree with the attending physician the Town will provide at no cost a third surgical opinion if the patient so requests.

There will be a specified list of elective surgical procedures which will be the only procedures requiring a second surgical opinion. The procedures on that list will be by mutual agreement of the Town and the Union.

The system will be developed to be sensitive to the concerns and anxiety of the patient during this important decision-making process.

1. When the patient's doctor recommends a procedure included on the Second surgical Opinion List, the patient will make telephone contact with a provider nurse using an 800 toll free number.
2. The nurse will confirm that the procedure is on the list and then provide the patient with the names of three physicians in the involved specialty who have agreed to perform the involved surgical procedure on the patient.
3. The patient will then be sent a form to be completed by the physician he/she chooses for the consultation.
4. The patient will schedule his/her appointment with the physician and telephone the provider nurse with the date.
5. If the physician consultant does not send in the form within 10 days after the scheduled appointment, the provider nurse will telephone his office to confirm that the appointment was kept and remind the physician to return the form.
6. Following the patient's consultation with the doctor, the patient will telephone the provider nurse to inform her about his/her decision to have/not have the surgery performed.

#### H. Mandated Ambulatory Surgical Services (non-emergency)

There will be a specified list of surgical procedures which will be paid 100% of reasonable and customary only if done on an ambulatory basis. The list will be by mutual agreement of the Town and the Union. For procedures on the list which the employee/dependent chooses to have done as an in hospital patient, the Town insurance will pay 80% of reasonable and customary for the surgical procedure; and additionally, only 80% of the hospital bill, the employee/dependent will be responsible for the remaining 20%, not to exceed \$1,000.

The above notwithstanding if the patient's attending physician identifies a medical reason for the procedure to be done with the patient in the hospital. In that case, all costs will be paid in full.

#### I. Maintenance Drug Program

For those employees/dependents on maintenance drugs, the Town may have arrangements with wholesalers to provide a 6 month supply of drug at a time at wholesale cost to the Town insurer and employee/dependent will accept drug from wholesaler if he wants Town insurance to pay for it. Drugs must be as prescribed by attending physician and generic substitutes can be made only with approval of attending physician.



J. Hold Harmless Clause

If an employee follows the procedures he will not be subject to any of the penalty provisions.

IN WITNESS WHEREOF the parties have caused their authorized representatives to affix their signatures this 18th day of November, 1986.

TOWN OF WEST HARTFORD  
By /s/ Barry M. Feldman  
Town Manager

LOCAL 531, SEIU, AFL-CIO  
By /s/ Harold Albert  
President

/s/ Stephen Novak  
Witness

/s/ Mickey Busca  
Witness







*APPENDIX E*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
CSEA, Local 2001, SEIU  
PROFESSIONAL AND MANAGEMENT UNIT**

The Town of West Hartford and CSEA, Local 2001, SEIU, Professional and Management Unit, have met to discuss changes in the Town of West Hartford Employee Benefit Plan regarding health insurance benefits. The parties have agreed that effective November 10, 2015, the PPO in-network co-pay for office visits shall be increased from \$15 to \$20 per visit; the PPO in-network emergency room deductible, if not admitted, shall be increased from \$25 to \$125 per visit; and the PPO in-network, in-patient hospital co-pay shall be established at \$100 per admission.

This Memorandum of Understanding is entered into this \_\_\_\_th day of \_\_\_\_\_, 2016.

Town of West Hartford

CSEA, Local 2001, SEIU  
Professional and Management

\_\_\_\_\_  
Richard Ledwith  
Executive Director of Human Resources

\_\_\_\_\_  
Charles Fabian  
Staff Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

*APPENDIX F*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
SEIU, LOCAL 760,  
PROFESSIONAL AND MANAGEMENT UNIT**

The Town of West Hartford and SEIU, Local 760, Professional and Management Unit have negotiated on the subject of a Special Pay Retirement Plan and on the buy-out of accrued sick leave upon retirement. The agreement on these subjects is located in Article VII, Section 3 (g) of the 2002-2007 collective bargaining agreement. This Memorandum of Understanding is designed to guide the parties on the implementation of this provision as it pertains to employees who retire under the voluntary retirement incentive plan of 2003.

It is understood and agreed that the buy-out of accrued sick leave at the rate of 50% of sick leave accrued to the employee's credit up to one hundred fifty (150) working days' accrual shall not apply to those persons who elected to take the voluntary retirement incentive plan of 2003. Such buy-out shall be under the previous rate of one-half of the sick leave accrued up to one hundred-twenty (120) working days, plus one-tenth of the additional sick leave accrued up to an additional thirty (30) days. The Special Pay Retirement Plan provisions, however, shall not be applied to employee's who retire under the voluntary retirement incentive plan of 2003.

This Memorandum of Understanding is entered into this 9<sup>th</sup> day of January, 2004.

Town of West Hartford

SEIU, Local 760,  
Professional and Management

/s/ James Francis  
Director of Finance and Employee Services

/s/ George Gould  
Staff Representative

**APPENDIX G**

**MEMORANDUM OF UNDERSTANDING  
DOMESTIC PARTNER HEALTH BENEFIT COVERAGE  
Professional and Management Bargaining Unit**

It is agreed between the parties that the current Town health plan for this bargaining unit will be amended to allow eligible employees to extend the group benefits coverage to domestic partners. Dependents of the domestic partner are not eligible for medical benefits coverage except as they qualify as a dependent of the employee. The plan will define a "domestic partner" as an individual who is (1) living in an exclusive committed relationship with the employee for at least three years prior to the commencement of the coverage; (2) jointly financially responsible with the eligible employee for their common welfare and living expenses; (3) neither married to anyone else, legally separated from anyone else, nor the domestic partner of anyone else; (4) not related by blood; and (5) over the age of 18; and (6) are living together in the same residence and intend to do so indefinitely. The Town shall have the sole and absolute discretion with regards to accepting a domestic partner as a covered participant in the Town health and prescription drug plans.

Required evidence for domestic partner participation may include:

- joint checking and savings accounts; and
- either joint ownership of home(s) or a jointly signed lease; and
- a will designating the partner as beneficiary; and
- designated primary beneficiary on life insurance policies; and
- evidence of joint responsibility for vehicles, other personal property, or debts.

Any change in the status of the aforementioned eligibility evidence from the time of acceptance shall make the domestic partner ineligible for Plan participation.

It is understood that the taxability of benefits provided shall be in accordance with IRS regulations and it is further understood that medical expenses or premiums paid by an employer for a domestic partner will be included in the gross income of an employee as compensation for services. This shall not be used for any other purpose and specifically shall be excluded from determination of pension benefits.

It is understood that the employee shall sign an affidavit attesting to his/her eligibility to enroll his/her domestic partner. This affidavit shall also bind the employee to accepting the taxability of such domestic partner benefits as determined by the IRS.

It is understood that if, for any reason, this relationship is not continued, or the employee is no longer eligible to receive a health benefit, the domestic partner shall not have any rights to continue health coverage under COBRA or any other means. The employee shall notify the Employee Services department as to any changes in domestic partner status within thirty (30) days of such change.

FOR THE TOWN:

By/s/ James Francis  
Director of Employee Services

By /s/ Patricia DeMichele  
Witness  
Date 8-18-98

FOR THE UNION:

By /s/ Kurt Westby,  
President  
SEIU, Local 531

By Thomas Silva  
Witness  
Date 8-18-98

*APPENDIX H*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
CSEA, Local 2001, SEIU  
PROFESSIONAL AND MANAGEMENT UNIT**

The Town of West Hartford and CSEA, Local 2001, SEIU, Professional and Management Unit, agree and acknowledge that all previous written including, but not limited to, memoranda of understanding entered into by the Town of West Hartford and SEIU, Local 531, and SEIU, Local 760, Professional and Management Unit and SEIU Local 531 Professional and Technical Unit, unless superseded or expired, shall remain in full force and effect between the Town of West Hartford and CSEA, Local 2001, SEIU.

Town of West Hartford

CSEA, Local 2001, SEIU  
Professional and Management Unit

\_\_\_\_\_  
Executive Director of Human Resources

\_\_\_\_\_  
Staff Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**APPENDIX I**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
SEIU, LOCAL 760, PROFESSIONAL & MANAGEMENT UNIT**

The Town of West Hartford and SEIU, Local 760 have met to discuss changes in the Town Pension Plan that are reflected in Article IX, Section 11-G of the 2002-2007 Collective Bargaining Agreement. To further the understanding of how this provision shall be applied, the following examples are provided:

**Examples:**

1. The above supplements are to be additive. That is, if someone reaches age 55 with 25 years of service and therefore is eligible to retire with a normal unreduced pension, but waits until they are age 65 with 35 years of service, the pension supplement will be \$6,000 per year (the sum of each year above age 55).
2. If an employee becomes eligible for a normal unreduced pension at age 57 with 25 years of service and waits until they are age 65 with 33 years of service, the pension supplement will be \$4,800 per year (the sum of each year from above age 57).
3. If an employee becomes eligible for a normal unreduced pension at age 55 with 25 years of service and waits until they are age 60 with 30 years of service, the pension supplement will be \$3,000 per year (the sum of each year above age 55 through age 60).
4. If an employee becomes eligible for a normal unreduced pension at age 63 with 10 years of service and waits until they are age 65 with 12 years of service, the pension supplement will be \$1,200 per year (the sum of each year above age 63 through age 65).

In witness whereof, the parties have caused their duly authorized representative to affix their signatures this 9<sup>th</sup> day of January, 2004.

Town of West Hartford

SEIU, Local 760

/s/ James Francis  
Director of Finance and Employee Services

/s/ George Gould  
Staff Representative

**APPENDIX K**

**MEMORANDUM OF UNDERSTANDING**

In conjunction with negotiations leading to the 1994 - 1997 collective bargaining unit agreements between the Town of West Hartford and SEIU, Local 531, have agreed to incorporate the Town's Flexible Work Schedule Policy dated June, 1994 to the bargaining unit agreement.

The parties have further agreed to modify Section A (2) of the policy for members of the Professional and Management unit in negotiations for the 1997 - 2002 collective bargaining unit agreement. Compressed work schedules may be permitted, provided the number of hours worked on a biweekly period are equal to that which would have been worked if the employee had worked a standard work week. All other provisions of the policy remain in effect.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 18th day of August, 1998.

Town of West Hartford

SEIU, Local 531

By /s/ James Francis

By /s/ Thomas Silva

/s/ Patricia DeMichele

/s/ Kurt Westby

**APPENDIX L**

**MEMORANDUM OF UNDERSTANDING  
Between the  
Town of West Hartford  
And  
SEIU, Local 760**

This agreement is between the Town of West Hartford (the “Town”) and SEIU, Local 760, Professional and Technical Unit (the “Union”) that contingent upon approval of The Professional and Management Unit to proceed with the merger, the effective July 1, 2003:

The Professional and Technical Unit will merge into The Professional and Management Unit as follows:

Position	PT Salary Grade	FLSA EXEMPT	PM Salary Grade	Current Degree/Exp requirements	New Degree/Exp requirements
Capital Projects Specialist	13	Yes	6	BS + 6 or equivalent	
Engineering Tech II	12	Yes	5	10 yrs (4 supervisory) or 2 yrs college + 6 yrs exp	AS + 6 Yrs exp (4 supv) or equivalent
Zoning Enforcement Officer	12	Yes	5	AS + 3yrs exp or College + 1yr exp or equivalent	Bachelors +2 yrs exp AS + 4yrs exp or equivalent
Associate Planner	12	Yes	5	BS + 2 yrs or equivalent	BS + 3 yrs or equivalent
Sr Buyer	12	Yes	5	Bachelor's + 5 yrs(1 with WH) CPM or CPPO to progress past step 5	Bachelor's + 5 yrs(1 with WH) CPM or CPPO to progress past 65th percentile
Contract & Facilities Specialist	10	No	5a	2 yrs college + 3 yrs	2 yrs college + 5 yrs
Contract Compliance Specialist	10	No	5a	High school + 5 yrs exp or Bachelors + 3 yrs exp	Bachelors + 3 yrs exp preferred or High School + 6 yrs exp
Construction Inspector	9	Yes	4	High School	High School + 5 yrs exp
Building Inspector	9	Yes	4	2 yrs college + 8 yrs or equivalent	
Buyer	8	Yes	4	BS +3 yrs or equivalent	
Property Appraiser I	8	Yes	4	high school+ some college + 4 yrs exp	As + 4 yrs Exp
Asst Zoning Enforcement Officer	7	Yes	3	AS + 1yrs exp or equiv	
Engineering Tech I	6	Yes	3	High School + 6 yrs	2 years College + 3yrs exp, preferred or High School + 6 years exp
Junior Planner	6	Yes	3	2 yrs college +2 yrs exp	AS + 2 yrs or Equivalent
Program Worker	5	No	E	College Degree +3 yrs exp or Master's + 2 yrs exp	

Sidewalk & Paving Inspector	4	No	D	High School + exp	
Engineering Aide II	3	No	C	High School	
Recreation Specialist	3	No	C	College degree or 4 yrs exp or equivalent	
Asst Park Naturalist	3	No	C	BS + 1 year or five years	
Planning Technician	2	No	B	High School = 2 yrs exp	
Engineering Aide	1	No	A	High School	

Add the following to all Exempt Job Descriptions:

This position is primarily intellectual, exercising judgment, knowledge and discretion gained through specialized study.

The Contract & Facilities Specialist and the Contract Compliance Specialist positions will remain Non-Exempt positions, but not progress past the 65<sup>th</sup> percentile of salary grade 5 in the Professional Management Contract (to be referred to as salary grade 5a).

Robert Domurat will remain for overtime, for as long as he remains in the Engineering Technician II position. It is also agreed, that Mr. Domurat shall be eligible to receive one-half (1/2) the negotiated general pay increase until the regular rate equals the maximum for the Engineering Technician II position. It is understood that this in no way affects the exempt status of the Engineering Technician II position.

The maximum of Salary grade 3 of the Professional and Management contract will increase to \$1825 bi-weekly effective June 30, 2002.

The maximum of Salary grade 4 of the Professional and Management contract will increase to \$2000 bi-weekly effective June 30, 2002.

Joseph Mercieri, the Contract Compliance Specialist will receive an increase effective July 1, 2003 of \$130 bi-weekly.

Tammy Daniels-Bradley and Peter Woelk will receive an increase of \$20 bi-weekly effective June 30, 2003.

All provisions agreed to by the Professional and Management Unit will apply.

For the Town of West Hartford:

By /s/ James Francis  
Director of Employee Services

For SEIU, Local 760, Professional and  
Technical Unit

By /s/ George Gould,  
Staff Representative  
SEIU, Local 760

Date 6/23/03

Date 6/23/03

## **APPENDIX M**

### **AGREEMENT**

This agreement is made by and between the Town of West Hartford ("Town"), SEIU Local 531 ("Union"), and each and every person employed by the Town on July 1, 1986 in a position included in the Professional and Technical Unit represented by SEIU Local 531, as set forth in Schedule A ("Covered Employees").

WHEREAS the Town and SEIU Local 531 have negotiated and agreed upon conditions for coverage of retirees and dependents under the Town's health insurance plan, which conditions are different for individuals hired before and after July 1, 1986, and

WHEREAS the Town and SEIU Local 531 wish to guarantee individuals hired before July 1, 1986 that their retiree health insurance benefits will not change,

NOW THEREFORE the parties agree as follows:

- (1) The retiree health insurance provisions of the 1985-1988 collective bargaining agreement between the Town and SEIU Local 531, as set forth in Schedule B, are incorporated herein by reference.
- (2) Such retiree health insurance provisions will remain in full force and effect for all Covered Employees listed in Schedule A, and will be binding on the Town with respect to such Covered Employees, for as long as they live, regardless of whether or not the corresponding provisions of the applicable collective bargaining agreement remain in effect.
- (3) This agreement shall be enforceable by any or all of the covered Employees listed in Schedule A in any court of competent jurisdiction. In the event the Town fails to comply with this agreement, the Town shall pay the costs and attorney's fees of the prevailing plaintiff(s), in addition to any other legal or equitable relief which the court may order.
- (4) The Town agrees to indemnify and hold harmless SEIU Local 531 in the event of claim by any of the Covered Employees listed in Schedule A, asserting either (a) the deprivation of the rights of covered Employees by reason of agreement to the terms contained in Article X Section 4 of the 1985-88 collective bargaining agreement, or (b) an action by any or all of such Covered Employees to prevent or remedy any breach of this agreement by the Town. The Union agrees to use reasonable efforts to dissuade Covered Employees from initiating frivolous actions to enforce this agreement.

IN WITNESS WHEREOF the Town Manager, having been duly authorized by the Town Council, the Union President, acting on the basis of a ratification vote constituting authorization by the membership of the Union, and the Covered Employees, have all affixed their signatures on the dates indicated below.

TOWN OF WEST HARTFORD

LOCAL 531, SEIU, AFL-CIO

By /s/ Barry Feldman  
Town Manager

By /s/ Harold Alpert  
President

/s/ Mickey Busca

Date 11-18-86

Date 11-18-86

COVERED EMPLOYEES

Note: See file for other signing employees.

*APPENDIX N*

**MEMORANDUM OF UNDERSTANDING  
Between the  
Town of West Hartford  
And  
SEIU, Local 2001, CSEA, Professional & Management Unit**

The Town of West Hartford and SEIU, Local 2001, CSEA, Professional & Management Unit, agree and acknowledge that all previous written agreements including, but not limited to, memoranda of understandings entered into by the Town of West Hartford and SEIU, Local 760, Professional & Management unit, unless superseded or expired, shall remain in full force and effect between the Town of West Hartford and SEIU, Local 2001, CSEA.

For the Town of West Hartford

For the Union

/s/ James Francis  
James W. Francis  
Town Manager

/s/ George Gould  
George Gould, Staff Representative  
SEIU, Local 2001, CSEA

11/28/2007  
Date

11-28-07  
Date

/s/ Patricia J. Morowsky  
Witness

/s/ Thomas J. Silva  
Witness

**APPENDIX O**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
SEIU, Local 2001, CSEA, Professional & Management Unit**

The Town of West Hartford and SEIU, Local 2001, CSEA, Professional and Management Unit, have met to discuss changes in the Town Pension Plan to provide that members of the Professional and Management Unit may be reemployed by the Town for more than 900 hours in a calendar year, at the sole discretion of and for a duration determined by the Town Manager (not to exceed three years), after becoming eligible to retire with a normal, unreduced retirement benefit and have no impact on continued receipt of retirement benefit payments under the Plan.

To further the parties understanding of the guidelines of such reemployment and the status of individuals covered under this provision, the following details are provided:

- Five (5) year vesting period upon reemployment.
- Reemployment under the pension plan as defined at the time of reemployment.
- No pension contribution required. It is the intent of this arrangement that no additional pension credit will be earned for any reason and, therefore, no pension contribution will be required.
- A new date of hire is established upon reemployment.
- Accrual of sick leave at 1 ¼ day per full month of active service to a maximum of 150 days. No cash out of sick accrual upon separation from service under this provision.
- Accrual of vacation leave at 2 weeks/fiscal year; no rollover of annual accrual from one fiscal year to the next; may be authorized for leave without pay at the discretion of the appointing authority beyond the 2-week accrual. Health plan opt-out provision for additional vacation accrual is not applicable. No lump sum buyout of vacation balance at separation.
- Retiree health insurance coverage provide with applicable retiree contribution, if any.
- Dental coverage provided as active employee, with applicable employee contribution.
- Vision coverage provided as active employee.
- Life insurance benefit provided as an active employee for the duration of reemployment.
- Wages paid at the midpoint of the wage range for the position classification subject to general wage adjustments only – no eligibility for merit increases.
- No eligibility for additional service credit for supplemental pension payments other than those previously accrued prior to receipt of normal pension benefits.
- Reemployment, under these provisions, shall not exceed a maximum of three (3) years.

**FOR THE TOWN:**

/s/ James Francis  
James Francis, Town Manager

/s/ Patricia J. Morowsky  
Witness

Date 11/28/07

**FOR THE UNION:**

/s/ George Gould  
George Gould, SEIU, Local 2001, CSEA

/s/ Thomas J. Silva  
Witness

Date 11-28-07



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
SEIU, Local 2001, CSEA (Professional & Management Unit)

The Town of West Hartford and SEIU, Local 2001, CSEA have met to discuss changes in the Town Pension Plan that are reflected in Article IX, Section 11 (L)(b) of the 2007 – 2012 collective bargaining agreement regarding other income earned while receiving Disability retirement benefits from the Town. Any employee who meets the qualifications of a Disability Retirement that has arisen out of and in the course of the member’s employment with the Town of West Hartford shall be provided a benefit minimum of 50% of the employee’s base pay, as defined. To further the understanding of how this offset provision shall be applied, the following examples are provided:

**EMPLOYEE A -**

- Employee’s annual base salary at the time of disability is \$45,000.
- Employee has worked for the town for more than 10 years.
- The employee’s disability retirement benefit is \$22,500 per year.
- The employee/retiree has an income of \$20,000 for the calendar year, excluding the disability benefit from the Town of West Hartford.
- There are no other sources of income.

Under this scenario, the employee/retiree continues to receive the regular disability retirement benefit, as outlined in the Pension Ordinances, since the combined earnings (\$42,500) are less than the \$45,000 annual base salary at the time of the employee’s disability.

**EMPLOYEE B -**

- Employee’s annual base salary at the time of disability is \$50,000.
- Employee has worked for the town for more than 10 years.
- The employee’s disability retirement benefit is \$25,000 per calendar year.
- The employee/retiree has a calendar year income of \$60,000, including the \$25,000 disability payments from the Town of West Hartford.
- Combined income exceeds the \$50,000 Base Pay by \$10,000.

Under this scenario, the employee/retiree’s earnings exceed the annual base salary at the time of disability. Fifty (50%) percent of the \$10,000 earnings that exceed the base pay, or \$5,000, will be reduced from the employee/retiree’s \$25,000 disability payments for the subsequent calendar year.

The employee/retiree receiving a Disability benefit under this provision must submit proof of income including copies of State and Federal Tax returns, each year to the Pension Office by April 15<sup>th</sup> in order to retain their Disability Pension.

Other provisions related to the administration of this benefit shall be determined by the Pension Board.

FOR THE TOWN:

FOR THE UNION:

/s/ James Francis  
James Francis  
Town Manager

/s/ George Gould  
George Gould  
Staff Representative

11/28/07  
Date

11-28-07  
Date

**APPENDIX Q**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
CSEA, Local 2001, SEIU (Professional & Management Unit)**

The Town of West Hartford and CSEA, Local 2001, SEIU, Professional and Management Unit, have met in negotiations leading to the 2013 – 2017 collective bargaining agreement to discuss modifying employee contributions and resultant Town matching amounts to the Section 457 Plan that are reflected in Article X, Section 10.11(E).

The parties further agree that as a result of the Town’s interest in changing the deferred compensation match from a fiscal year to a calendar year basis, an adjustment in the Town’s contribution will be made which reflects the 6-month shift. The Town will match an employee’s contribution to their deferred compensation plan on a \$1:\$1 basis up to 1.7% of the employee’s annual compensation. Once that level is achieved, in calendar 2016 only, the Town will make a one-time lump sum contribution equal to .85% of the employee’s annual compensation to the employee’s deferred compensation Plan in the following 2016 payroll period, not to exceed the IRS maximum limits. Employees are responsible to plan contribution levels so that any Town lump sum payment can be awarded in the 2016 payroll year and for monitoring the maximum IRS limits and making appropriate adjustments. In order to accomplish this, the 1.7% contribution level must be reached no later than the 12/15/2016 pay date in order for the Town’s lump sum to be awarded in 2016 (last pay date – 12/29/2016).

An employee who does not contribute the minimum 1.7% of their annual base compensation in 2016 will not be eligible to receive the additional .85% Town contribution.

Example:

	<u>Annual Base</u>	<u>EE Contribution</u>	<u>Town Contribution</u>	<u>Lump Sum Pymt.</u>
<b>Employee A</b>	\$58,849	1.7% \$1,000	1.7% Match \$1,000	+ .85% \$500
<b>Employee B</b>	\$100,000	\$1,700	\$1,700	+ \$850

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this \_\_\_\_ day of \_\_\_\_\_, 2016.

**For the Town:**

**For the Union:**

\_\_\_\_\_  
Richard Ledwith  
Executive Director of Human Resources

\_\_\_\_\_  
Charles Fabian, Staff Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**APPENDIX R**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
CSEA, Local 2001, SEIU (Professional & Management Unit)**

The Town of West Hartford and CSEA, Local 2001, SEIU, Professional and Management Unit, have met in negotiations leading to the 2013-2017 collective bargaining agreement to discuss modifying employee contributions to the Pension Fund that are reflected in Article X, Section 10.11.J.1.

The parties further agree that the employee pension contribution in effect on June 30, 2017 shall remain unchanged for one year without modification and shall not be considered a subject of bargaining between the parties until after that period.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**For the Town:**

**For the Union:**

\_\_\_\_\_  
Richard Ledwith  
Executive Director of Human Resources

\_\_\_\_\_  
Charles Fabian, Staff Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**APPENDIX S**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF WEST HARTFORD  
AND  
CSEA, Local 2001, SEIU (Professional & Management Unit)**

The Town of West Hartford and CSEA, Local 2001, SEIU, Professional and Management Unit, have met in negotiations leading to the 2013-2017 collective bargaining agreement. The parties have incorporated new formatting into the 2013-2017 contract. The parties further agree that specific Article and Section notations in previously executed Memoranda of Understanding (MOU) entered into between the parties should be referenced in the contract in place at the time the original MOU was established.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**For the Town:**

**For the Union:**

\_\_\_\_\_  
Richard Ledwith  
Executive Director of Human Resources

\_\_\_\_\_  
Charles Fabian, Staff Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## Attachment A

## Attachment B

### Town of West Hartford Outline of Basic Vision Care

#### Benefit Schedule

	<u>In - Network</u>	<u>Non-Network</u>
Eye Examinations		
Comprehensive eye examination performed by Ophthalmologist	100%	\$35 reimbursement
Comprehensive eye examination performed by Optomologist	100%	\$35 reimbursement
Benefit frequency - ages 6 and over	once every 12 months	once every 12 months
Standard Lenses (per pair)		
Single Vision	100%	\$25 reimbursement
Bifocal	100%	\$40 reimbursement
Trifocal	100%	\$55 reimbursement
Lenticular	100%	\$80 reimbursement
Benefit frequency	once every 12 months	once every 12 months
Contact Lenses (per pair)		
Medically necessary	100%	\$165 reimbursement
Elective Selection	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 12 months	once every 12 months
Frames		
Standard frames	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 12 months	once every 12 months

**Attachment C**

***Town of West Hartford Outline of Dental Benefits***

	<b>Town of West Hartford Dental Plan</b>
<b>Calendar Year Deductible</b>	
Individual Deductible	\$50
Family Deductible	\$150
<b>Preventive Services (No Deductible)</b>	100%
- Exams, Cleanings, Bitewing X-Rays (2 per calendar year)	
- X-rays, full mouth series or panoramic (1 per 3 years)	
- Fluoride Treatment (1 per calendar year for children up to age 19)	
- Sealants (To age 16) & Space Maintainers (Under age 14)	
<b>Basic Services (After Deductible)</b>	100%
- Fillings, Extractions, Root Canals (Endodontics)	
- Periodontal, Oral Surgery	
- Repair of Dentures & Removable Prosthodontics	
<b>Major Services (After Deductible)</b>	50%
- Crowns & Gold Restorations	
- Bridgework, Full & Partial Dentures	
- TMJ	50%
<b>Orthodontics (Dependent Children)</b>	50%
<b>Calendar Year Maximum (Per Person)</b>	\$2,000
<b>Orthodontics Lifetime Maximum (Per Person)</b>	\$2,000
Dependent Children are covered to age 19 (25 if full-time student)	

- Participating Dentists agree to pre-file their usual fee for each procedure performed, and accept the least of their actual charge, their filed fee, or the carriers established UCR as payment in full. This provides guaranteed copayment levels and a consistent level of charges to employees. Claims for non-network providers' services are paid based on the lessor of the dentist's actual charge or the prevailing fee as determined by the carrier.
- Deductible is waived for Preventive Services.